

भारत का राजपत्र The Gazette of India

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सं. 1] नई दिल्ली, दिसम्बर 31, 2006—जनवरी 6, 2007, शनिवार/पौष 10—पौष 16, 1928
No. 1] NEW DELHI, DECEMBER 31, 2006—JANUARY 6, 2007, SATURDAY/PAUSA 10—PAUSA 16, 1928

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुष्क संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(आर्थिक कार्य विभाग)
(वैकिंग प्रभाग)

नई दिल्ली, 2 जनवरी, 2007

क्र.सं. 1—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड 9(2) के उप-खण्ड (ख) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं वितरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) (छ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिज़र्व बैंक से प्रामाण्य करने के पश्चात्, एतद्वारा, नीचे दी गई तालिका के कॉलम 2 में विनिर्दिष्ट व्यक्तियों को अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए और/अथवा अगला आदेश देने तक, इनमें से जो भी पहले हो, उक्त तालिका के कॉलम (1) में विनिर्दिष्ट बैंकों के बोर्डों में, सनदी लेखाकार वर्ग के तहत असांख्यिक बैंककारी निदेशक के रूप में नियुक्त करती है :

तालिका

(1)	(2)
सिड्डीकेंट बैंक	श्री कवलजीत सिंह ओबराय, सनदी लेखाकार, नई दिल्ली
मिजया बैंक	श्री बृजमोहन शर्मा, सनदी लेखाकार, दिल्ली
पंजाब नेशनल बैंक	श्री एस. आर. खुराना, सनदी लेखाकार, नई दिल्ली
यूनाइटेड बैंक ऑफ इंडिया	डॉ. आर. के. अग्रवाल, सनदी लेखाकार, रायपुर (छ.प्र.)
यूको बैंक	श्री पी. एल. मिश्रा, सनदी लेखाकार, चण्डीगढ़

[पा.सं. 9/30/2004-मो.सं.-1]

जी.बी. सिंह, उप-सचिव

MINISTRY OF FINANCE

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 2nd January, 2007

S.O. 1.—In exercise of the powers conferred by Sub-section (3) (g) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with Sub-clause (b) of clause 9(2) of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980 the Central Government, after Consultation with Reserve Bank of India, hereby nominate the persons specified in column 2 of the table below as part time non-official Director under Chartered Accountant category, on the Boards of the Banks specified in column 1 of the said table for a period of three years from the date of notification and/or until further orders, whichever is earlier :—

TABLE

(1)	(2)
Syndicate Bank	Shri Kawaljit Singh Oberoi, Chartered Accountant New Delhi.
Vijaya Bank	Shri Brij Mohan Sharma, Chartered Accountant Delhi.
Punjab National Bank	Shri S.R. Khurana, Chartered Accountant New Delhi.
United Bank of India	Dr. R.K. Agarwal, Chartered Accountant Raipur (M.P.).
UCO Bank	Shri P.L. Mittal, Chartered Accountant Chandigarh.

[F.No. 9/30/2004-B.O.-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 2 जनवरी, 2007

का.आ. 2.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 8 की उप-धारा (1) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री संजय लाब्रू, निवासी 6, ग्रीन एवेन्यू लेन, आफ ग्रीन एवेन्यू, किशनगढ़, वसन्त कुंज, नई दिल्ली-110070 को 2-1-2007 से चार वर्ष की अवधि के लिए भारतीय रिजर्व बैंक के केन्द्रीय निदेशक मंडल में निदेशक नामित करती है।

2. भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उप-धारा 4 के उपबंधों के अनुसार श्री संजय लाब्रू की निदेशक के रूप में नियुक्ति होने के परिणामस्वरूप, भारतीय रिजर्व बैंक के केन्द्रीय निदेशक मंडल में नामित विद्यमान निदेशक, श्री डी.एस. बरार, 2 जनवरी, 2007 से निदेशक नहीं रहेंगे।

[फा. सं. 7/2/2004-बीओ-1]

अमिताभ वर्मा, संयुक्त सचिव

New Delhi, the 2nd January, 2007

S.O. 2.—In exercise of the powers conferred by clause (c) of Sub-section (1) of Section 8 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government, hereby nominates Shri Sanjay Labroo, resident of 6, Green Avenue Lane, Off Green Avenue, Kishangarh, Vasant Kunj, New Delhi- 110070 to be Director of the Central Board of Directors of Reserve Bank of India for a period of four years with effect from 02-01-2007.

2. In accordance with the provisions of Sub-section (4) of Section 8 of the Reserve Bank of India Act, 1934, consequent to appointment of Shri Sanjay Labroo as director, Shri D. S. Brar, existing director nominated on the Central Board of Directors of the Reserve Bank of India shall cease to be director with effect from 2nd January 2007.

[F. No. 7/2/2004-B.O.-I]

AMITABH VERMA, Jt. Secy.

नई दिल्ली, 2 जनवरी, 2007

का.आ. 3.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबन्ध) स्कीम, 1970/1980 के खण्ड 3 के उप-खण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3)(ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, सुश्री इन्दु सिंह पवार को अधिसूचना की तिथि से तीन वर्ष की अवधि के लिए अथवा उनके उत्तराधिकारी की नियुक्ति होने तक अथवा अगले आदेशों तक, जो भी पहले हो, सेन्ट्रल बैंक ऑफ इंडिया के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 9/4/2006-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 2nd January, 2007

S.O. 3.—In exercise of the powers conferred by Sub-section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980 the Central Government hereby nominates Ms. Indu Singh Pawar as part-time non-official Director on the Board of Central Bank of India for a period of three years from the date of notification or until her successor is nominated or until further orders, whichever is earliest.

[F. No. 9/4/2006-B.O.-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 2 जनवरी, 2007

का.आ. 4.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबन्ध) स्कीम, 1970/1980 के खण्ड 3 के उप-खण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3)(ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्रीमती रानी सतीश को अधिसूचना की तिथि से तीन वर्ष की अवधि के लिए अथवा उनके उत्तराधिकारी की नियुक्ति होने तक अथवा अगले आदेशों तक, जो भी पहले हो, यूनियन बैंक ऑफ इंडिया के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 9/4/2006-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 2nd January, 2007

S.O. 4.—In exercise of the powers conferred by Sub-section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with Sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980 the Central Government, hereby nominates Smt. Rani Satish as part-time non-official Director on the Board of Union Bank of India for a period of three years from the date of notification or until her successor is nominated or until further orders, whichever is earliest.

[F. No. 9/4/2006-B.O.-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 2 जनवरी, 2007

का.आ. 5.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबन्ध) स्कीम, 1970/1980 के खण्ड 3 के उप-खण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3)(ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, सुश्री शोभा ओझा को अधिसूचना की तिथि से तीन वर्ष की अवधि के लिए अथवा उनके उत्तराधिकारी की नियुक्ति होने तक अथवा अगले आदेशों तक, जो भी पहले हो, सिंडीकेट बैंक के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 9/4/2006-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 2nd January, 2007

S.O. 5.—In exercise of the powers conferred by Sub-section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Ms. Shobha Oza as part-time non-official Director on the Board of Syndicate Bank for a period of three years from the date of notification or until her successor is nominated or until further orders, whichever is earliest.

[F.No. 9/4/2006-B.O-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 2 जनवरी, 2007

का.आ. 6.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबन्ध) स्कीम, 1970/1980 के खण्ड 3 के उप-खण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3(ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री के. के. शर्मा और श्रीमती कमल मान को अधिसूचना की तिथि से तीन वर्ष की अवधि के लिए अथवा उनके उत्तराधिकारी की नियुक्ति होने तक अथवा अगले आदेशों तक, जो भी पहले हो, पंजाब एण्ड सिंध बैंक के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 9/4/2006-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 2nd January, 2007

S.O. 6.—In exercise of the powers conferred by sub-section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980 the Central Government, hereby nominates Shri K. K. Sharma and Mrs. Kamal Mann as part-time non-official Directors on the Board of Punjab and Sind Bank for a period of three years from the date of notification or until her successors are nominated or until further orders, whichever is earliest.

[F.No. 9/4/2006-B.O-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 2 जनवरी, 2007

का.आ. 7.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबन्ध) स्कीम, 1970/1980 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3(ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री प्रवीण डावर, श्री मंसूर अहमद अंसारी, श्री प्रवन सिंह घटोवार एवं सुश्री अनुसुया शर्मा को अधिसूचना की तिथि से तीन वर्ष की अवधि के लिए अथवा उनके उत्तराधिकारी की नियुक्ति होने तक अथवा अगले आदेशों तक, जो भी पहले हो, युनाइटेड बैंक ऑफ इंडिया के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 9/4/2006-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 2nd January, 2007

S.O. 7.—In exercise of the powers conferred by sub-section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates Shri Parveen Davar, Shri Manzoor Ahmed Ansari, Shri Paban Singh Ghatowar and Ms Anusuya Sharma as part-time non-official Director on the Board of Union Bank of India for a period of three years from the date of notification or until her successor are nominated or until further orders, whichever is earliest.

[F.No. 9/4/2006-B.O-I]

G. B. SINGH, Dy. Secy.

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 26 दिसम्बर, 2006

का. आ. 8.—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम, 10 के उप-नियम (2) और (4) के अनुसरण में, भारतीय कंटेनर निगम लिमिटेड के नागपुर स्थित मध्य क्षेत्र कार्यालय, जहां 80% से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करता है।

[सं. हिंदी-2006/रा.भा. 1/12/1]

कृष्णा शर्मा, संयुक्त निदेशक (राजभाषा)

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 26th December, 2006

S. O. 8.—Ministry of Railways (Railway Board), in pursuance of sub-rule (2) and (4) of Rule 10 of the Official Language Rules, 1976 (use for the official purposes of the Union) hereby, notify the Central Zone Office of Container Corporation of India Ltd., situated at Nagpur, where 80% or more Officers/Employees have acquired the working knowledge of Hindi.

[No. Hindi-2006/O.L. 1/12/1]

KRISHNA SHARMA, Jt. Director (O. L.)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 26 दिसम्बर, 2006

का.आ. 9.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिये गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1	2	3	4
1.	आई एस 8310 : 2006/आई एस ओ 2108 : 2005 सूचना और प्रलेखन-अन्तर्राष्ट्रीय मानक पुस्तक संख्या (आई एस बी एन) (दूसरा पुनरीक्षण)	आई एस 8310 : 2003/आई एस ओ 2108 : 1992	नवंबर 2006

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नागपुर पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एम एस डी/जी-8 अधिसूचना]

नरेश कुमार ग्रोवर, वैज्ञानिक एफ एवं प्रमुख (प्रबन्ध एवं तंत्र)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 26th December, 2006

S. O. 9.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
1	2	3	4
1.	IS 8310 : 2006/ISO 2108 : 2005 Information and Documentation—International Standard Book Number (ISBN) (Second revision)	IS 8310:2003/ ISO 2108:1992	November, 2006

Copy of above Standard is available for sale with the Bureau of Indian Standards, Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and its Regional Offices at Kolkata, Chandigarh, Chennai, Mumbai, and also Branch Offices at Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref. : MSD/G-8 Notification]

N. K. GROVER, Scientist 'F' & Head (MSD)

नई दिल्ली, 27 दिसम्बर, 2006

का.आ. 10.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित किया जाता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिये गए हैं वे 14 जून, 2006 से रद्द कर दिए गए हैं और वापस ले लिये गये हैं:

अनुसूची

क्रम संख्या	रद्द किये गये मानक की संख्या और वर्ष	भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) में का. आ. संख्या और तिथि प्रकाशित	टिप्पणी
1	2	3	4
1.	आई एस 10549 : 1983 औद्योगिक प्रयोग के लिए प्रसंस्कारित अवाष्पशील तेल	3103 दिनांक 13-09-1986	व्यापार/उद्योग में उपयोग का नहीं है।
2.	आई एस 57 : 1989 पेंट और अन्य प्रयोजनों के लिए लाल सीसा	2687 दिनांक 10-09-1966	यह कच्ची सामग्री का मानक है। प्रयोग में न होने के कारण उत्पाद का मानक पहले ही वापिस लिया जा चुका है।
3.	आई एस 2488 (भाग 5):1976 बहिः स्त्रों के नमूने लेने की पद्धति तथा औद्योगिक परीक्षण	2505 दिनांक 21-07-1979	आई एस 3025 के अंतर्गत इसकी सभी अपेक्षाओं का विभिन्न भागों में प्रकाशन
4.	आई एस 643:1955 पेन्ट के लिए साइक्लोहेक्सन (हेक्साहाइड्रोबेंजीन)	—	उत्पाद प्रयोग में नहीं है।

[संदर्भ : सीएचडी/आई एस 10549]

डॉ. यू. सी. श्रीवास्तव, वैज्ञानिक एफ, निदेशक एवं प्रमुख (रसायन)

New Delhi, the 27th December, 2006

S. O. 10.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, it is, hereby notified that the Indian Standards, Particulars of which are mentioned in the Schedule give hereafter, have been cancelled and stand withdrawn w.e.f. 14 June, 2006.

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Cancelled	S.O. No. and Date published in the Gazette of India, Part-II, Section-3, Sub-section (ii)	Remarks
1	2	3	4
1.	IS 10549 : 1983 Processed fixed oils for industrial use	3103, dated 13-09-1986	Material is not of significance in business/industry.
2.	IS 57:1989 Red lead for paints and other purposes (second revision)	2687, dated 10-09-1966	It is a raw material standard. Product standard has already been withdrawn as it is not being used.
3.	IS 2488: (Pt. 5): 1976 Methods of sampling and test for industrial effluents, Part V	2505, dated 21-07-1979	Publication of all its requirements into different parts under IS 3025.
4.	IS 643:1955 Cyclohexane (hexahydrobenzene) for paints	—	Products not being used.

[Ref.: CHD/IS 10549]

Dr. U.C. SRIVASTAVA, Scientist 'F', Director & Head (Chemical)

नई दिल्ली, 28 दिसम्बर, 2006

का.आ. 11.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के उपनिबन्ध (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिये गए हैं, वे स्वीकृत कर दिए गए हैं :

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि/वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा.मा. संख्या	भाग	अनुभाग	वर्ष
1.	7668295	08-11-06	हरी बालाजी देदगांवकर मं. नं. 2571, एम.जी.रोड, बेल्लोथ मार्केट, अहमदनगर-414001	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/कृत्रिम-शिल्पकृति और चिन्हांकन	1417			1999
2.	7669196	10-11-06	जलश्री एग्रीटेक प्रा.लि., गट संख्या 278, देहू मोशी रोड, मोशी, जिला-पुणे-412105	सिंचाई उपकरण-इमीटर्स	13487			1992
3.	7672993	20-11-2006	किरण ज्वैलर्स, एन.बी.आर्काड, मैन रोड, आकुडो, पीसीएमसी हॉस्पिटल के सामने, पुणे-411035	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/कृत्रिम-शिल्पकृति और चिन्हांकन	1417			1999
4.	7676092	24-11-06	सीमेंस लिमिटेड, प्लॉट नं. ई-76, एमआईडीसी एरिया, कालुज, जिला- औरंगाबाद-431136	घरेलू और समान प्रकार के उद्देश्यों के लिए अवशोषी करेंट चलित सर्किट ब्रेकर (भाग-1): इंटीग्रल ओवर करेंट सुरक्षा सहित सर्किट ब्रेकर (आरसीसीबी)	12640	1		2000

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि/वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा.मा. संख्या	भाग	अनुभाग	वर्ष
5.	7676193	24-11-06	सीमेंस लिमिटेड, प्लॉट नं. ई-76, एमआईडीसी एरिया, वालुज, जिला-औरंगाबाद-431136	घरेलू और समान प्रकार के उद्देश्यों के लिए अवशोषी करंट चलित सर्किट ब्रेकर (भाग-2): इंटोग्रल ओवर करंट सुरक्षा सहित सर्किट ब्रेकर (आरसीबीओ)	12640	2		2001
6.	7676395	27-11-06	पंडित वामन अष्टेकर 575, सदाशिव पेठ, लक्ष्मी रोड, पुणे-411030	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/कृत्रिम-शिल्पकृति और चिन्हांकन	1417			1999

[संदर्भ : सीएमडी-1/13:11]

एस. के. चौधरी, उप महानिदेशक (मुहर)

New Delhi, the 28th December, 2006

S. O. 11.—In pursuance Sub-regulation (5) of Regulation 4 the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Section	Year
1.	7668295	8-11-06	Hari Balaji Dedgaonkar H.No. 2571, M.G. Road, Cloth Market, Ahmednagar-414001	Gold and Gold alloys— Jewellery/Artefacts— Fineness and Marking	1417			1999
2.	7669196	10-11-06	Jalshree Agritech Pvt. Ltd., Gat No. 278, Dehu Moshi Road, Moshi, District Pune-412105	Irrigation equipment— Emitters	13487			1992
3.	7672993	20-11-06	Kiran Jewellers N.B. Arcade, Main Road, Akurdi, Opp PCMC Hospital, Pune-411035	Gold and Gold alloys— Jewellery/Artefacts— Fineness and Marking	1417			1999
4.	7676092	24-11-06	Siemens Ltd., Plot No. E-76 MIDC Area, Waluj, District Aurangabad- 431136	Residual current operated circuit—Breakers for house- hold and similar uses : Part 1 Circuit—Breakers without integral overcurrent pro- tection (RCCBs)	12640	1		2000
5.	7676193	24-11-06	Siemens Ltd., Plot No. E-76, MIDC Area Waluj, District Aurangabad- 431136	Residual current operated circuit—Breakers for house- hold and similar uses : Part 2 Circuit—Breakers with integral overcurrent pro- tection (RCBOs)	12640	2		2001
6.	7676395	27-11-06	Pandit Waman Ashtekar 575, Sadashiv Peth, Laxmi Raod, Pune-411030	Gold and Gold alloys— Jewellery/Artefacts— Fineness and Marking	1417			1999

[Ref. CMD-1/13:11]

S.K. CHAUDHURI, Dy. Director General (Marks)

कोयला मंत्रालय

नई दिल्ली, 29 दिसम्बर, 2006

का.आ. 12.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसमें इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र का रेखांक सं. एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/307 तारीख 29 अगस्त, 2006 का निरीक्षण कलेक्टर, रायगढ़ (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लि. (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है;

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उप-धारा (7) में निर्दिष्ट सभी नक्शों, चाटों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व) साउथ ईस्टर्न कोलफील्ड्स लि., सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) को भेजेंगे।

अनुसूची

राई पूर्व एवं राई पश्चिम ब्लाक

मांडू रायगढ़ कोलफील्ड्स

जिला-रायगढ़ (छत्तीसगढ़)

रेखांक संख्या - एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/307, तारीख 29 अगस्त, 2006 (पूर्वेक्षण के लिए अधिसूचित भूमि दर्शाते हुए)।

(क) राजस्व भूमि

क्र. सं.	ग्राम का नाम	हल्का नम्बर	बंदोबस्त नम्बर	तहसील	जिला	क्षेत्र हैक्टर में	टिप्पणी
1.	बरीद	16	199	घरघोडा	रायगढ़	731.107	भाग
2.	पोरडी	16	193	घरघोडा	रायगढ़	183.351	सम्पूर्ण
3.	बिजारी	26	228	घरघोडा	रायगढ़	057.013	भाग
4.	कुर्मीभावना	27	221	घरघोडा	रायगढ़	338.863	भाग
5.	पोरडा	27	192	घरघोडा	रायगढ़	626.448	भाग
6.	कांटाझरिया	27	57	घरघोडा	रायगढ़	60.474	भाग
7.	कठरापाली	27	19	घरघोडा	रायगढ़	252.910	भाग
						योग : 2250.166	हैक्टर

(ख) वन भूमि

क्र. सं.	वन का नाम	वन का किस्म	रेंज	डिवीजन	क्षेत्र हैक्ट में	टिप्पणी
1.	राई आरक्षित वन	आरक्षित वन	घरघोडा	रायगढ़	60.000	भाग
					योग : 60.000 हैक्टर	

कुल योग : (क + ख) = 2250.166 + 60.000 = 2310.166 हैक्टर (लगभग) या 5708.42 एकड़ (लगभग)

क-ख	रेखा कुरकट नदी की ओर ग्राम बरौद की सम्मिलित सीमा पर "क"
ग-घ	बिन्दु से आरंभ होती है और ग्राम करौद, पोरडी की उत्तरी सीमा, के साथ होते हुए जाती है उसके पश्चात् आरक्षित वन से गुजरती हुई "घ" बिन्दु पर मिलती है ।
घ-ङ-च	रेखा ग्राम काटाझरिया, कठरापाली से होते हुए जाती है और "च" बिन्दु पर मिलती है ।
च-छ	रेखा ग्राम कठरापाली, पोरडा की दक्षिणी सीमा से होते हुए जाती है तब भागतः ग्राम पोरडा की पश्चिम सीमा से होते हुए जाती है तथा "छ" बिन्दु पर मिलती है ।
छ-ज-झ	रेखा ग्राम पोरडा, बिजारी, कुर्मीभावना से, बाद में भागतः ग्राम कुर्मीभावना की पश्चिमी सीमा से गुजरती हुई "झ" बिन्दु पर मिलती है ।
झ-ञ-क	रेखा ग्राम बरौद से, बाद में कुरकट नदी की पूर्वी सीमा से गुजरती हुई आरंभिक "क" बिन्दु पर मिलती है ।

[फा. सं. 43015/10/2006-पीआरआईडब्ल्यू-I]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 29th December, 2006

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein;

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in Sub-section (7) of Section 13 of the said Act to the officer-in charge or head of the department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh), within ninety days from the date of publication of this notification in the Official Gazette.

Rai East and Rai West Block

Mand Raigarh Coalfields, District Raigarh (Chhattisgarh)

Plan No. SECL/BSP/GM (Plg)/Land/307 dated 29 August, 2006 (Showing the land notified for prospecting).

Sl.No.	Name of Village	Halka number	Settlement number	Tahsil	District	Area in hectares	Remarks
1	Baroud	16	199	Gharghoda	Raigarh	731.107	Part
2	Pordi	16	193	Gharghoda	Raigarh	183.351	Full
3	Bijari	26	228	Gharghoda	Raigarh	057.013	Part
4	Kurmibhauna	27	221	Gharghoda	Raigarh	338.863	Part
5	Porda	27	192	Gharghoda	Raigarh	626.448	Part
6	Kantajharia	27	57	Gharghoda	Raigarh	60.474	Part
7	Katharrapali	27	19	Gharghoda	Raigarh	252.910	Part

Total :— 2250.166 hectares

(B) Forest Land

Sl.No.	Name of forest	Type of forest	Range	Division	Area in hectares	Remarks
1	Rai reserved forest	Reserved forest	Gharghoda	Raigarh	60.000	Part
Total :— 60.000 hectares						

Grand Total (A+B) 2,250.166 + 60.000 = 2310.166 hectares (approximately) or 5,708.42 acres (approximately)

Boundary description:—

- A—B Line starts from point "A" on common boundary of Kurket river and village.
- C—D Baroud and passes along the northern boundary of villages Baroud, Pordi then through reserved forest and meets at point "D".
- D—E—F Line passes through village Kantajharia, Katharrapali and meets at point "F".
- F—G Line passes along the southern boundary of villages Katharrapali, Porda, then partly western boundary of village Porda and meets at point "G".
- G—H—I Line passes through villages Porda, Bijari, Kurmibhauna, then partly along western boundary of village Kurmibhauna and meets at point "I".
- I—J—A Line passes through village Baroud then along eastern boundary of Kurket river and meets at the starting point "A".

[F.No. 43015/10/2006-PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 29 दिसम्बर, 2006

का.आ. 13.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसमें इसको पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र का रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/308 तारीख 20 अगस्त, 2006 का निरीक्षण कलेक्टर, रायगढ़ (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, कार्टसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लि. (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है;

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उप-धारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसम्भक अधिकारी या विभागाध्यक्ष (राजस्व) साउथ ईस्टर्न कोलफील्ड्स लि., सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) को भेजेंगे।

अनुसूची

पेलमा ब्लॉक

मांड रायगढ़ कोलफील्ड्स

जिला-रायगढ़ (छत्तीसगढ़)

रेखांक संख्या— एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/308 तारीख 20 सितम्बर, 2006 (पूर्वक्षण के लिए अधिसूचित भूमि दर्शाते हुए)।

(क) राजस्व भूमि

क्र. सं.	ग्राम का नाम	हल्का नम्बर	बंदोबस्त नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1	2	3	4	5	6	7	8
1	पेलमा	29	188	घरघोडा	रायगढ़	640.173	सम्पूर्ण
2	उरबा	29	8	घरघोडा	रायगढ़	428.796	सम्पूर्ण

1	2	3	4	5	6	7	8
3	लालपुर	29	285	घरघोडा	रायगढ़	284.577	सम्पूर्ण
4	खर्वा	29	295	घरघोडा	रायगढ़	78.000	भाग
5	मडवाड़मर	29	250	घरघोडा	रायगढ़	92.252	सम्पूर्ण
6	जरहीडीह	29	113	घरघोडा	रायगढ़	184.584	सम्पूर्ण
7	हिन्दर	29	317	घरघोडा	रायगढ़	273.892	सम्पूर्ण
8	सेमीजोर	29	311	घरघोडा	रायगढ़	85.000	भाग
9	सक्ता	30	298	घरघोडा	रायगढ़	60.000	भाग
10	मिलू पारा	30	254	घरघोडा	रायगढ़	100.000	भाग

योग : 2227.274 हेक्टर

(ख) वन भूमि

क्र. सं.	वन का नाम	वन का किस्म	रेंज	डिवीजन	क्षेत्र हेक्टर. में	टिप्पणी
1	तोलगे पूर्व	आरक्षित वन	तमनार	रायगढ़	400.000	भाग
2	तोलगे पश्चिम	आरक्षित वन	तमनार	रायगढ़	215.000	भाग
3	सिलोट	आरक्षित वन	तमनार	रायगढ़	445.000	भाग

योग : 1060.000 हेक्टर

कुल योग : (क + ख) = 2227.274 + 1060.000 = 3287.274 हेक्टर (लगभग) या 8122.85 एकड़ (लगभग)

सीमा वर्णन :

- क-ख- ग-घ- घ-ङ- च-छ- छ-ज-झ- झ-क-
- रेखा केलो नदी और तोलगे पश्चिम आरक्षित वन की सम्मिलित सीमा पर "क" बिन्दु से आरंभ होती है और तोलगे पश्चिम आरक्षित वन से गुजरती हुई "घ" बिन्दु पर मिलती है।
- रेखा ग्राम सेमीजोर, तोलगे पूर्व आरक्षित वन ग्राम बाझीखोल की उत्तरी सीमा के साथ होते हुए बाद में तोलगे पूर्व आरक्षित वन से गुजरती हुई "छ" बिन्दु पर मिलती है।
- रेखा, तोलगे पूर्व आरक्षित वन से होते हुए जाती है फिर ग्राम मिलूपाय, सक्ता, खर्वा से गुजरती हुई "झ" बिन्दु पर मिलती है।
- रेखा सिलोट आरक्षित वन से होते हुए जाती है फिर केलो नदी के किनारे के साथ ग्राम पेलमा की पश्चिमी सीमा, जोकि केलो नदी का किनारा भी है, से गुजरती है और आरंभिक "क" बिन्दु पर मिलती है।

[फा. सं. 43015/11/2006-पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 29th December, 2006

S.O. 13.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed:

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing number: SECL/BSP/GM(plg)/Land/308 dated the 20 September, 2006 of the area covered by this notification can be inspected in the office of the Collector, Raigarh (Chhattisgarh) or in the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or in the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Raod, Bilaspur-495006 (Chhattisgarh).

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in Sub-section (7) of Section 13 of the said Act to the officer-in-charge or head of the department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh), within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE**Pelma Block****Mand Raigarh Coalfields, District Raigarh (Chhattisgarh)**

Plan No. SECL/BSP/GM (Plg)/Land/308 dated 20 September, 2006 (Showing the land notified for prospecting).

(A) Revenue land

Sl. No.	Name of Village	Patwari Halka number	Settlement number	Tahsil	District	Area in hectares	Remarks
1	Pelma	29	188	Gharghoda	Raigarh	640.173	Full
2	Urba	29	8	Gharghoda	Raigarh	428.796	Full
3	Lalpur	29	285	Gharghoda	Raigarh	284.577	Full
4	Kharra	29	295	Gharghoda	Raigarh	78.000	Part
5	Madwadumar	29	250	Gharghoda	Raigarh	92.252	Full
6	Jarhidih	29	113	Gharghoda	Raigarh	184.584	Full
7	Hinjhar	29	317	Gharghoda	Raigarh	273.892	Full
8	Semijor	29	311	Gharghoda	Raigarh	85.000	Part
9	Sakta	30	298	Gharghoda	Raigarh	60.000	Part
10	Milupara	30	254	Gharghoda	Raigarh	100.000	Part
						Total :— 2227.274 hectares	

(B) Forest Land

Sl. No.	Name of forest	Type of forest	Range	Division	Area in hectares	Remarks
1	Tolge East	Reserved forest	Tamnar	Raigarh	400.000	Part
2	Tolge West	Reserved forest	Tamnar	Raigarh	215.000	Part
3	Silot	Reserved forest	Tamnar	Raigarh	445.000	Part
						Total :— 1060.000 hectares

Grand Total (A+B) 2227.274 + 1060.000 = 3287.274 hectares (approximately) or 8122.85 acres (approximately)

Boundary description:—

- A—B—C—D Line starts from point "A" on common boundary of Kelo river and West Tolge reserved forest and passes through West Tolge reserved forest and meets at point "D"
- D—E—F—G Line passes through village Semijor and East Tolge reserved forest, then along northern boundary of village Bazikhoh and then through East Tolge reserved forest and meets at point "G".
- G—H—I Line passes through East Tolge reserved forest, then through villages Milupara, Sakta, Kharra and meets at point "I".
- I—A Line passes through Silot reserved forest, then along western boundary of village Pelma, along the bank of Kelo river and meets at the starting point "A".

[F.No. 43C15/11/2006-PRIW-I]

M. SHAHABUDEEN, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 3 जनवरी, 2007

का. आ. 14.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश में मांगल्या (इन्दौर) संस्थापन से हरयाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिये उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दीपक नन्दी, सक्षम प्राधिकारी, मुम्बई-मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कार्पोरेशन लिमिटेड, 1-सी, बाल मंदिर कॉलोनी, होटल पिक पैलेस के पास, सवाई माधोपुर - 322001 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : मलारना डुंगर

जिला : सवाई माधोपुर

राज्य : राजस्थान

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हैक्टेयर में
1	2	3	4
1	पीलवा नदी	653	0.0550
		651/1, 2	0.0170
		478	0.0450
		587	0.0060
		655,655/1	0.0500
		650	0.2160
		398	0.0600
		623	0.0800
		576	0.0316
		477	0.1900
		485	0.0800

[फा. सं. आर-31015/88/2004-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 3rd January, 2007

S. O. 14.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mangliya (Indore) terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Deepak Nandi, Competent Authority, Mumbai-Mangliya Pipeline Extension Project, Bharat Petroleum Corporation Limited, 1-C, Bal Mandir Colony, Near Hotel Pink Palace, Sawai Madhopur-322001(Rajasthan).

SCHEDULE

TEHSIL : MALARNA DUNGER DISTRICT : SAWAI MADHOPUR STATE : RAJASTHAN			
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	PILWA NADI	653	0.0550
		651/1, 2	0.0170
		478	0.0450
		587	0.0060
		655,655/1	0.0500
		650	0.2160
		398	0.0600
		623	0.0800
		576	0.0316
		477	0.1900
		485	0.0800

[F. No. R-31015/88/2004-O.R.-II]
A. GOSWAMI, Under Secy.

नई दिल्ली, 3 जनवरी, 2007

का. आ. 15.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2920 तारीख 28 जुलाई, 2006, जो भारत के राजपत्र तारीख 29 जुलाई 2006 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई-मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 14 सितम्बर, 2006 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है,, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : सांगोद

जिला : कौटा

राज्य : राजस्थान

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	माण्डूहेड़ा	289	0.0220
2	खजूरी	617	0.1440
3	बंदा	73	0.1225
		208	0.0505
4	कुराड	1671/1936	0.0890
		1660	0.0310
		1691	0.0300
		1665	0.0350
		1661	0.0600

[फा. सं. आर-31015/76/2004-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 3rd January, 2007

S.O. 15.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.2920, dated the 28th July, 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act) published in the Gazette of India dated the 29th July, 2006, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Manglya Pipeline Extension Project from Manglya (Indore) terminal in the State of Madhya Pradesh, to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited ;

And whereas the copies of the said Gazette notification were made available to the public on the 14 September, 2006;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land, specified in the Schedule , appended to this notification , is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL : SANGOD		DISTRICT : KOTA	STATE : RAJASTHAN
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	MANDUHEDA	289	0.0220
2	KHAJURI	617	0.1440
3	BANDA	73	0.1225
		208	0.0505
4	KURAD	1671/1936	0.0890
		1660	0.0310
		1691	0.0300
		1665	0.0350
		1661	0.0600

[F. No. R-31015/76/2004-O.R.-II]
A. GOSWAMI, Under Secy.

नई दिल्ली, 3 जनवरी, 2007

का. आ. 16.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 3269 तारीख 14 अगस्त, 2006, जो भारत के राजपत्र तारीख 19 अगस्त, 2006 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई-मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 03 अक्टूबर, 2006 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : होडल		जिला : फरीदाबाद		राज्य : हरियाणा
क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में	
1	2	3	4	
1.	पैंगलतु	63/20	0.0170	
2.	भूपगढ़ उर्फ टिकरी	15/15	0.0570	

[फा. सं. आर-31015/91/2004-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 3rd January, 2007

S.O. 16.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 3269, dated the 14th August, 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act) published in the Gazette of India dated the 19th August, 2006, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Manglya Pipeline Extension Project from Manglya (Indore) terminal in the State of Madhya Pradesh to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 03rd October, 2006;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land, specified in the Schedule, appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL: HODAL		DISTRICT: FARIDABAD	STATE: HARYANA
S.NO.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1.	PAINGALTU	63/ 20	0.0170
2.	BHUPGARH alias TIKRI	15/ 15	0.0570

[F. No. R-31015/91/2004-O.R.-II]
A. GOSWAMI, Under Secy.

नई दिल्ली, 3 जनवरी, 2007

का. आ. 17.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50)(जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3119 तारीख 08 अगस्त, 2006, जो भारत के राजपत्र तारीख 12 अगस्त, 2006, में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई-मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 9 अक्टूबर, 2006 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : रूपबास

जिला : भरतपुर

राज्य : राजस्थान

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	जयचौली	209	0.0052
		184	0.0136
		187	0.0136
		192	0.0475
		299	0.0125
		304	0.0371
		157	0.0600

1	2	3	4
2	अंधियारी	712	0.0300
		713	0.0285
3	कुन्देर	99	0.0300
		98	0.0350
		100	0.0500
		478	0.0450
		477	0.0314
		424	0.0500

[फा. सं. आर-31015/86/2004-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 3rd January, 2007

S. O. 17.— Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number SO NO. 3119 DATED 08-08-2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act) published in the Gazette of India dated the 12th August, 2006, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Manglya Pipeline Extension Project from Manglya (Indore) terminal in the State of Madhya Pradesh to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited ;

And whereas the copies of the said Gazette notification were made available to the public on the 9th October, 2006.

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land, specified in the schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL : ROOPBAS		DISTRICT : BHARATPUR	STATE : RAJASTHAN
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	JAICHAULI	209	0.0052
		184	0.0136
		187	0.0136
		192	0.0475
		299	0.0125
		304	0.0371
		157	0.0600
2	ANDHIYARI	712	0.0300
		713	0.0285
3	KUNDER	99	0.0300
		98	0.0350
		100	0.0500
		478	0.0450
		477	0.0314
		424	0.0500

[F. No. R-31015/86/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 3 जनवरी, 2007

का. आ. 18.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 3632 तारीख 07 सितम्बर, 2006, जो भारत के राजपत्र तारीख 09 सितम्बर, 2006 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई-मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी; और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 12 अक्टूबर, 2006 को उपलब्ध करा दी गई थी; और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : पलवल		जिला : फरीदाबाद	राज्य : हरियाणा
क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	हरफली	14/ 7 } 8 }	0.1570

[फा. सं. आर-31015/1/2005-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 3rd January, 2007

S. O. 18.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 3632, dated the 07th September, 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act) published in the Gazette of India dated the 09th September, 2006, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Manglya Pipeline Extension Project from Manglya (Indore) terminal in the State of Madhya Pradesh to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 12th October, 2006;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL: PALWAL		DISTRICT: FARIDABAD	STATE: HARYANA
S.NO.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1.	HARPHALI	14/ 7 8 }	0.1570

[F. No. R-31015/1/2005-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 3 जनवरी, 2007

का. आ. 19.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादकों के परिवहन के लिये भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार पाइप लाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन), अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री लाल सिंह सक्षम प्राधिकारी मुम्बई — मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कार्पोरेशन लिमिटेड 179 विश्व लक्ष्मी नगर मथुरा-281004 (उत्तर प्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला : मथुरा

राज्य : उत्तर प्रदेश

तहसील : आता

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1.	2	3	4
1.	आझईकला	5	0.0420
1.	आझईखुर्द	1120	0.0675
2.		1226	0.0078
		1228	0.0226
		1231	0.0214
		1247	0.0296
		30	0.0290
3.	अजनौठी	31	0.0044
		398	0.0560
		457	0.0144
		470	0.0810
		1	0.0820
4.	अकबरपुर	10	0.0032
		12	0.0032
		40	0.0702
		96	0.0408
		135	0.1920
		210	0.0150
		272	0.0450
		273	0.0012
		417	0.0048
		967	0.0150
		60	0.0140
5.	बरीली	72	0.0114
		103	0.0050
		112	0.0576
		119	0.0144
		120	0.0066
		135	0.0470
		605	0.0010
6.	चौमुहा	669	0.1326
		1040	0.0210
		1072	0.0570
		1073	0.0864
		1080	0.0300
		1085	0.0108
		437	0.5694
7.	खरीट	443	0.0110
		658	0.1334
		661	0.1320
		675	0.0020
		680	0.1240
		688	0.1602

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1.	2	3	4
7.	खरौट(जारी....)	1338	0.0852
8.	सैमरी	1358	0.2394
		275	0.1300
		325	0.1308
9.	हथाना	336	0.0050
		793/3	0.0210
		796	0.0522
		797	0.0370
		973	0.1040
		1022	0.1667
		1024	0.0225
		1032	0.0300
		1075	0.0012
		1148	0.1170
		1150	0.1090
10.	फालैन	1152	0.2050
		115	0.0210
		120	0.0396
		128	0.0684
		130	0.0300
		131	0.0540
		132	0.0120
		208/5	0.0352
		212	0.0370
		435	0.0594
		438	0.1182
		467	0.1710
		520	0.0270
		523	0.1240
		587	0.0500
		593	0.0226
11.	छाताखास	611	0.0860
		546	0.0102
		549	0.0138
		690	0.0516
		696	0.0386
		706	0.0354
		708	0.0140
		758	0.0420
		768	0.0480
		791	0.0100
		813	0.0065
		815	0.0196

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में	
1.	2	3	4	112HET
11.	छाताखास (जारी....)	817	0.0250	0.12
		823	0.0864	1
		845/1	0.0100	1
		889	0.0028	5
		890	0.0828	
		892	0.0100	
		909	0.0484	

[फा. सं. आर-31015/4/2005-ओ.आर.-II]
ए. गोस्वामी, अवर सचिव

New Delhi, the 3rd January, 2007

S.O. 19.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Manglya (Indore) terminal in the state of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by the Bharat Petroleum Corporation Limited.

And whereas it appears to the Central Government that for the Purpose of laying such pipeline it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto:

Now therefore in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri LAL SINGH, Competent Authority, Mumbai – Manglya Pipeline Extension Project Bharat Petroleum Corporation Limited 179 Viswa Laxmi Nagar Mathura-281004 (Uttar Pradesh)

SCHEDULE**TEHSIL: CHHATA****DISTRICT: MATHURA****STATE: UTTAR PRADESH**

S.NO.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1.	2	3	4
1.	AAJHIKALAN	5	0.0420
2.	AAJHAIKHURD	1120	0.0675
		1226	0.0078
		1228	0.0226
		1231	0.0214
		1247	0.0296
3.	AJANAUTHI	30	0.0290
		31	0.0044
		398	0.0560
		457	0.0144
		470	0.0810
4.	AKBARPUR	1	0.0820
		10	0.0032
		12	0.0032
		40	0.0702
		96	0.0408
		135	0.1920
		210	0.0150
		272	0.0450
		273	0.0012
		417	0.0048
		967	0.0150
5.	BAROULI	60	0.0140
		72	0.0114
		103	0.0050
		112	0.0576
		119	0.0144
		120	0.0066
		135	0.0470
6.	CHAUMUHAN	605	0.0010
		669	0.1326
		1040	0.0210
		1072	0.0570
		1073	0.0864
		1080	0.0300
		1085	0.0108
7.	KHAROT	437	0.5694
		443	0.0110
		658	0.1334
		661	0.1320
		675	0.0020
		680	0.1240
		688	0.1602

S.NO.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1.	2	3	4
7.	KHAROT(Contd....)	1338	0.0852
		1358	0.2394
8.	SENMARI	275	0.1300
		325	0.1308
		336	0.0050
9.	HATHANA	793/3	0.0210
		796	0.0522
		797	0.0370
		973	0.1040
		1022	0.1667
		1024	0.0225
		1032	0.0300
		1075	0.0012
		1148	0.1170
		1150	0.1090
		1152	0.2050
10.	PHALAIN	115	0.0210
		120	0.0396
		128	0.0684
		130	0.0300
		131	0.0540
		132	0.0120
		208/5	0.0352
		212	0.0370
		435	0.0594
		438	0.1182
		467	0.1710
		520	0.0270
		523	0.1240
		587	0.0500
		593	0.0226
		611	0.0860
11.	CHHATAKHAS	546	0.0102
		549	0.0138
		690	0.0516
		696	0.0386
		706	0.0354
		708	0.0140
		758	0.0420
		768	0.0480
		791	0.0100
		813	0.0065
		815	0.0196

S.NO.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1.	2	3	4
11.	CHHTAKHAS (Contd...)	817	0.0250
		823	0.0864
		845/1	0.0100
		889	0.0928
		890	0.0828
		892	0.0100
		909	0.0484

[F. No. R-31015/4/2005-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 3 जनवरी, 2007

का. आ. 20.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादकों के परिवहन के लिये भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार पाइप लाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन), अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री लाल सिंह सक्षम प्राधिकारी मुम्बई — मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कार्पोरेशन लिमिटेड 179 विश्व लक्ष्मी नगर मथुरा-281004 (उत्तर प्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : अजमेर

ज़िला : मथुरा

राज्य : उत्तर प्रदेश

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	बहरावली	57	0.0142
		58	0.0048
2.	बिडावली	105	0.0280
3.	चन्दौरी	107	0.0170
		119	0.0100
		132	0.0374
		138	0.0112
		195	0.0086
		199	0.0074
		202	0.0042
		321	0.0210
4.	गुहेता सतबिसा	66	0.0100
		70	0.0010
		76	0.0132
		77	0.0014
		79	0.0160
		203	0.0014
		250	0.0884

[फा. सं. आर-31015/4/2005-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 3rd January, 2007

S. O. 20.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mangliya (Indore) terminal in the state of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by the Bharat Petroleum Corporation Limited.

And whereas it appears to the Central Government that for the Purpose of laying such pipeline it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto:

Now therefore in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri LAL SINGH, Competent Authority, Mumbai – Mangliya Pipeline Extension Project Bharat Petroleum Corporation Limited 179 Viswa Laxmi Nagar Mathura-281004 (Uttar Pradesh)

[FIFTY 10]

SCHEDULE

TEHSIL: CHHATA		DISTRICT: MATHURA	STATE: UTTAR PRADESH
S.NO.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1.	BAHARWALI	57	0.0142
		58	0.0048
2.	BIDAWALI	105	0.0280
3.	CHANDAURI	107	0.0170
		119	0.0100
		132	0.0374
		138	0.0112
		195	0.0086
		199	0.0074
		202	0.0042
		321	0.0210
4.	GUHETA SATBISA	66	0.0100
		70	0.0010
		76	0.0132
		77	0.0014
		79	0.0160
		203	0.0014
		250	0.0884

[F. No. R-31015/4/2005-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 3 जनवरी, 2007

का. आ. 21.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादकों के परिवहन के लिये भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार पाइप लाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन), अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री लाल सिंह सक्षम प्राधिकारी मुम्बई — मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कार्पोरेशन लिमिटेड 179 विश्व लक्ष्मी नगर मथुरा-281004 (उत्तर प्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : अजमेर

जिला : मथुरा

राज्य : उत्तर प्रदेश

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	बरघावली	190	0.056
		225	0.0198
		261	0.0980
		273	0.0324

[फा. सं. आर-31015/4/2005-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 3rd January, 2007

S. O. 21.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Manglya (Indore) terminal in the state of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by the Bharat Petroleum Corporation Limited.

And whereas it appears to the Central Government that for the Purpose of laying such pipeline it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto:

Now therefore in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri LAL SINGH, Competent Authority, Mumbai – Manglya Pipeline Extension Project Bharat Petroleum Corporation Limited 179 Viswa Laxmi Nagar Mathura-281004 (Uttar Pradesh)

SCHEDULE

TEHSIL: CHHATA

DISTRICT: MATHURA

STATE: UTTAR PRADESH

S.NO.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	BARCHAWALI	190	0.056
		225	0.0198
		261	0.0980
		273	0.0324

[F. No. R-31015/4/2005-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 3 जनवरी, 2007

का. आ. 22.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2068 तारीख 25 मई, 2006, जो भारत के राजपत्र तारीख 27 मई, 2006 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में लोनी (पुणे) से पकनी (सोलापुर) तक हजारवाडी के रास्ते पेट्रोलियम उत्पादों के परिवहन के लिए मुम्बई-पुणे पाइपलाइन विस्तार परियोजना के माध्यम से हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 28 जुलाई, 2006, को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपने रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगनों से मुक्त, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तालुका : पलुस		जिला : सांगली		राज्य : महाराष्ट्र			
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल		
					हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8
1	बांबवडे		1043		00	03	78
			1044		00	03	96
			1045		00	08	64
			1046		00	10	62
			1047		00	11	52
			1050		00	15	75
			1052		00	16	20
			1053		00	28	44
			1081		00	57	42
			1080		00	76	32
			1163		00	16	20
			1162		00	07	65
			1164		00	27	12
			1165		00	00	60
			1232		00	23	91
			1233		00	38	07
			1234		00	06	48
			1230		00	18	95
			1220		00	82	17
			201		00	25	38
			202		00	01	17
			206		00	01	08
			200		00	24	30
			232		00	01	80
			209		00	29	70
			230		00	05	76
			228		00	06	48
			242		00	10	44
			227		00	25	38
			286	1	00	00	70
			288		00	06	68
			289		00	15	93
			290		00	18	72
			291		00	08	46
			306		00	28	70
			303		00	07	74
			304		00	03	24
			302		00	10	08

तालूका : पलुस		जिला : सांगली		राज्य : महाराष्ट्र			
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल		
					हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8
1	बांबवडे (निरंतर)		301		00	08	64
			300		00	03	60
			299		00	12	96
			298		00	13	68
कुल					07	24	42

[फा. सं. आर-31015/27/2004-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 3rd January, 2007

S. O. 22.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2068, dated the 25th May, 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 27th May, 2006, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Pune Pipeline Extension Project from Loni (Pune) to Pakni (Solapur) via Hazarwadi in the State of Maharashtra by Hindustan Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 28th July, 2006;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Hindustan Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

Taluka : PALUS		District : SANGLI		State : MAHARASHTRA			
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
1	BAMBAVADE		1043		00	03	78
			1044		00	03	96
			1045		00	08	64
			1046		00	10	62
			1047		00	11	52
			1050		00	15	75
			1052		00	16	20
			1053		00	28	44
			1081		00	57	42
			1080		00	76	32
			1163		00	16	20
			1162		00	07	65
			1164		00	27	12
			1165		00	00	69
			1232		00	23	91
			1233		00	38	07
			1234		00	06	48
			1230		00	18	95
			1220		00	82	17
			201		00	25	38
			202		00	01	17
			206		00	01	08
			200		00	24	30
			232		00	01	80
			209		00	29	70
			230		00	05	76
			228		00	06	48
			242		00	10	44
			227		00	25	38
			286	1	00	00	70
			288		00	06	68
			289		00	15	93
			290		00	18	72
			291		00	08	46
			306		00	28	70
			303		00	07	74
			304		00	03	24
			302		00	10	08

Taluka : PALUS		District : SANGLI		State : MAHARASHTRA			
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
1	BAMBAVADE (Contd.)		301		00	08	64
			300		00	03	60
			299		00	12	96
			298		00	13	68
Total					07	24	42

[F. No. R-31015/27/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 3 जनवरी, 2007

का. आ. 23.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 3634 तारीख 7 सितंबर , 2006, जो भारत के राजपत्र तारीख 9 सितंबर, 2006 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में लोनी (पुणे) से पकनी (सोलापुर) तक हजारवाडी के रास्ते पेट्रोलियम उत्पादों के परिवहन के लिए मुम्बई-पुणे पाइपलाइन विस्तार परियोजना के माध्यम से हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 30 अक्टूबर, 2006, को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची							
तालुका : फलुस		जिला : सांगली		राज्य : महाराष्ट्र			
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड संख्या	क्षेत्रफल		
1	2	3	4	5	हेक्टर	एयर	वर्ग मीटर
1	आंधली		736		00	00	80
			739		00	01	75
			711		00	01	36
			636		00	06	87
			577		00	02	10
			290		00	00	96
			214	1	00	09	21
			184	ब	00	00	58
				कुल	00	23	63
2	बाबवडे		1230		00	06	05
			286	1	00	00	24
				कुल	00	06	29
3	हजारवाडी		77		00	27	90
			79		00	25	20
				कुल	00	53	10

[फा. सं. आर-31015/27/2004-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 3rd January, 2007

S.O. 23.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 3634, dated the 7th September, 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 9th September, 2006, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Pune Pipeline Extension Project from Loni (Pune) to Pakni (Solapur) via Hazarwadi in the State of Maharashtra by Hindustan Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 30th October, 2006;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Hindustan Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

Taluka : PALUS		District : SANGLI		State : MAHARASHTRA				
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area			
					Hectare	Are	Sq.mt	
1	2	3	4	5	6	7	8	
1	ANDHALI		736			00	00	80
			739			00	01	75
			711			00	01	36
			636			00	06	87
			577			00	02	10
			290			00	00	96
			214	1		00	09	21
			184	B		00	00	58
Total					00	23	63	
2	BAMBAVADE		1230			00	06	05
			286	1		00	00	24
Total					00	06	29	
3	HAZARWADI		77			00	27	90
			79			00	25	20
Total					00	53	10	

[F. No. R-31015/27/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 3 जनवरी, 2007

का. आ. 24.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2614 तारीख 5 जुलाई, 2006, जो भारत के राजपत्र तारीख 8 जुलाई, 2006 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में लोनी (पुणे) से पकनी (सोलापुर) तक हजारवाडी के रास्ते पेट्रोलियम उत्पादों के परिवहन के लिए मुम्बई-पुणे पाइपलाइन विस्तार परियोजना के माध्यम से हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 18 सितंबर, 2006, को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची							
तालुका : मंगलवेढा			जिला : सोलापुर		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड संख्या	क्षेत्रफल		
1	2	3	4	5	हेक्टर	एयर	वर्ग मीटर
1	मंगलवेढा		3542		00	06	06
			3543		00	07	86
			3359	2	00	09	36
			3359	1	00	09	35
कुल					00	32	63
2	मुढवी		307		00	14	30
			284		00	01	16
			306		00	30	91
कुल					00	16	37

[फा. सं. आर-31015/22/2004-ओं.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 3rd January, 2007

S.O. 24.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2614, dated the 5th July, 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 8th July, 2006, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Pune Pipeline Extension Project from Lonri (Pune) to Pakni (Solapur) via Hazarwadi in the State of Maharashtra by Hindustan Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 18th September, 2006;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Hindustan Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

Taluka : MANGALVEDHA			District : SOLAPUR		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
1	MANGALVEDHA		3542		00	06	08
			3543		00	07	86
			3359	2	00	09	36
			3359	1	00	09	35
			Total		00	32	63
2	MUDHVI		307		00	14	30
			284		00	01	16
			306		00	00	91
			Total		00	15	37

[F. No. R-31015/22/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 4 जनवरी, 2007

का. आ. 25.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का आ 631 तारीख 21 फरवरी, 2005 (जिसे संख्या का आ 2763 तारीख 5 अगस्त, 2005 के द्वारा संशोधित किया गया था जो भारत के राजपत्र तारीख 6 अगस्त, 2005 में प्रकाशित की गई थी) जो भारत के राजपत्र तारीख 26 फरवरी, 2005 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई-मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कॉरपोरेशन लिमिटेड, द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 30 सितम्बर, 2005 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : मलारना डुंगर		जिला : सवाई माधोपुर	राज्य : राजस्थान
क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	मकसूदनपुरा	270	0.0288
		271	0.2115

[फा. सं. आर-31015/88/2004-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 4th January, 2007

S. O. 25.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 631 dated the 21st February, 2005 (which was amended vide number S.O. 2763 dated 5th August, 2005 published in the Gazette of India dated the 6th August, 2005), issued under sub-section (1) of Section 3 of the Petroleum and Mineral Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 26th February, 2005, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of Petroleum Products through Mumbai-Mangliya Pipeline Extension Project from Mangliya (Indore) terminal in the State of Madhya Pradesh to Piyala in the State of Haryana and-Bijwasan in the NCT, of Delhi by Bharat Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 30th September, 2005;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

SCHEDULE

TEHSIL : MALARNA DUNGER		DISTRICT : SAWAI MADHOPUR		STATE : RAJASTHAN	
S.No.	NAME OF VILLAGE	SURVEY NO.		AREA IN HECTARE	
1	2	3		4	
1.	MAKSUDANPURA	270		0.0288	
		271		0.2115	

[F. No. R-31015/88/2004-O.R.-II]
A. GOSWAMI, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 26.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, बैंगलोर के पंचाट (संदर्भ संख्या 18/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-12011/151/2005-आई आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 7th December, 2006

S.O. 26.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of Syndicate Bank, and their workman, received by the Central Government on 7-12-2006.

[No. L-12011/151/2005-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE**BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE**

Present :

Shri A. R. Siddiqui, Presiding Officer

Dated 28th November, 2006

C. R. No. 18/06**I PARTY**

The General Secretary,
Syndicate Bank Staff
Association,
2nd Floor, Near to Tourist
Hotel,
Anand Rao Circle,
Bangalore-560009

II PARTY

The General Manager (P),
Syndicate Bank,
General Manager's Office,
No. 69, 9th Main,
III Block, Jayanagar,
Bangalore-560011

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order. No. L-12011/151/2005-IR (B-II), dated 28th April, 2006 for adjudication on the following schedule :—

SCHEDULE

“Whether the action of the management of Syndicate Bank in imposing the punishment of reduction in

basic pay by one stage, non releasing of annual increment as on 1-02-2004 and effecting recovery of Rs. 19,945.89 as financial loss from Smt. R.E. Jane, Clerk, Syndicate Bank, Shoolay Branch, Bangalore is legal and justified? If not, to what relief she is entitled to?”

2. After the receipt of the reference from the Government, notices were taken against the parties. On 26-5-2006, General Secretary of the first party Union representing the first party workman file an authority letter on behalf of the first party. On 14-7-2006, Second party made appearance through Counsel. From 26-5-2006 till 22-9-2006, the matter came to be adjourned for filing of the Claim Statement by the first party or by the first party union on behalf of the first party but not done. Then the matter came to be posted for Counter Statement of the Management and the Management also failed to file any Counter Statement. Therefore, the matter is posted for award.

3. Since, the first party has not filed her claim statement challenging the impugned punishment as per the reference schedule referred to supra, it goes without saying that she has not discharged the burden cast upon her of course, as per the reference schedule the primary burden was cast upon the management to justify its action in imposing the punishment in question but at the same time it was incumbent on the part of the first party to have come forward with the claim statement making out the grounds as to why the punishment impugned was not justified. From the conduct of the first party as well as the first party union in not filing the Claim Statement and in not prosecuting the proceedings despite several opportunities given to them it would lead to an inference that they are no more interested in prosecuting the proceedings. In the result, the impugned punishment order passed against the first party cannot be interfered and hence the following award :

AWARD

The reference stands dismissed. No costs.

(Dictated to PA, transcribed by her, corrected and signed by me on 28th November 2006).

A. R. SIDDQUI, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 27.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैन्ट्रल बैंक ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, असनसोल-4 के पंचाट (संदर्भ संख्या 64/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/374/1996-आई आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 27.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 64/1997) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol-4 as shown in the Annexure in the Industrial Dispute between the management of Central Bank of India and their workman, received by the Central Government on 7-12-2006.

[No. L-12012/374/1996-IR (B-II)]

RAJINDER KUMAR, Desk Officer
ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL**

PRESENT:

Sri Md. Sarfaraz Khan, Presiding Officer

Reference No. 64 of 1997

Parties:

Branch Manager, Central Bank of India, Asansol,
Burdwan

Versess

Vice President, Central Bank of India Employees'
Union, Calcutta.

REPRESENTATIVES:

For the management : Sri S. K. Das, Manager (PRS).

For the union (Workman) : Sri N.K. Basu, Vice President
of the union.

INDUSTRY : Bank

STATE : West Bengal.

Dated the 31-10-2006.

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/374/96/IR(B-II) dated 07-11-97 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the Management of Central Bank of India, Asansol of discontinuing the existing facilities of CCA and HRA at the rate of Asansol Branch at J. K. Nagar extension counter to Sh. Sushil Kr. Shaw and Sh. Shib Kali Bandyopadhyay employees at J.K.Nagar extension counter is justified? If not, to what relief the concerned employees are entitled to?"

After having received the Order No. L-22012/374/96/IR(B-II), dated 07-11-97 of the aforesaid reference from the Govt. of India, Ministry of Labour, New Delhi for

adjudication of the dispute, a reference Case No. 64 of 1997 was registered on 17-11-97 and accordingly an order to that effect was passed to issue notices to the respective parties through the registered post directing them to appear in the court on the date fixed and file their written statement along with the relevant documents and a list of witnesses in support of their case. Pursuant to the said order notices through the registered post were sent to the parties concerned. Sri Suprajit Kumar Das, Manager (PRS) appeared for the management and Sri N.K. Basu, Vice President of the union appeared for the workmen. Written statements were filed on behalf of both the parties in support of their claims.

From perusal of the record it transpires that the case was fixed for cross-examination of the witnesses on 29-10-2004 but no witness was present on that date. For the last one year the case was fixed for the said purpose but the cross-examination of the witness could be completed due to the reason best known to the union. It is further clear from the record that the union left taking any step on behalf of the workmen since 20-4-05 to 31-10-06. Several adjournments were granted to the union to appear in the court and to take suitable step on its behalf but to no effect. It appears that the union has no interest and does not want to proceed with the case any further.

In the prevailing facts and circumstance of the case. It is not proper and advisable to keep the record pending any more in anticipation of the appearance of the Union to pursue its case. As such it is hereby

ORDERED

that let a "No Dispute Award" be and the same is passed. Send the copies of the award to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 28.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कॉरपोरेशन बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय, नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 398/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/127/2000-आई आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 28.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 398/2k5) of the Central Government Industrial Tribunal-cum-

Labour Court, Chandigarh No. II as shown in the Annexure, in the Industrial Dispute between the management of The Manager, Corporation Bank G.T. Road and their workmen, received by the Central Government on 7-12-2006.

[No. L-12012/127/2000-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT-II, CHANDIGARH

SHRI KULDIP SINGH, Presiding Officer

CASE No. I. D. No. 398/2k5.

Registered on 19-08-2005

Date of Decision 10-11-2006.

Smt. Kamla W/o Shri Mahender, V. Sondhapur, Tehsil
and District Panipat

—Pctitioner

Versus

The Manager, Corporation Bank, G.T. Road, Near Hotel
Regency, Panipat

—Respondent

APPEARANCE

For the Workman : Sh. Ajay Singh Rana and
Others—AR

For the Management : Sh. H. P. Singh, Advocate.

AWARD

The workman is not present. She has not appeared in this Tribunal on any date despite number of notices issued to her. Ultimately a notice under R/C was issued to her on 31st August, 2006 under Postal Receipt No. 2264 dated 1st September, 2006. The R/C carrying the notice has been received back with the report of the Postal authorities that the addressee could not be traced out on the address given. It may be noted that a notice to the workman was given on the address available in the reference. This was the address when the award was passed against her on 15th October, 2001. In number of documents which are part of this file, the address given by the workman is the same. Other than this there is no address available on which the workman could be served. It is in these circumstances the case of the workman is being considered in her absence.

The Govt. of India vide their notification No. L-120 12/127/2000 dated 18th October, 2000 referred the matter to this Tribunal to adjudicate upon whether the action of the Management of Corporation Bank in terminating the services of Smt. Kamla, Sweeper w.e.f. 18th May, 1999 was just and legal and if not to what relief she was entitled to. The workman in her statement of claim has stated that she was appointed as Sweeper on 7th Feb., 1998 on a monthly salary of Rs. 480 but her services were terminated on 18th May, 1999 without any notice,

compensation; and that the Management after terminating her services engaged one Naresh Kumar; that the work in the Management Bank was of permanent nature but the management did not follow the mandatory provisions of law and Industrial Dispute Act and terminated his services. The Management has denied the claim of the workman and stated that she was engaged on Casual basis one hour a day from 9 am to 10 am on payment of Rs. 20/- per hour whereas Naresh Kumar was appointed on regular basis after following the due procedure. According to them the Management has not violated any provisions of the Act. The workman filed the rejoinder as well as her affidavit whereas the management filed the affidavit of their witness Amarjit and also placed on record the photo copies of the payment vouchers.

The case was at the stage of production of evidence by the parties when the workman stopped appearing in the case. Even earlier she stopped appearing in the case, therefore, the reference was answered in her absence. Later on the award was set aside and fresh proceedings were started. The workman has again behaved in the same fashion and there is absolutely no doubt to hold that the workman is not present despite due notice to her.

On record I do not find any evidence to support the claim of the workman. There are only pleadings, the claim and rebuttal but no proof. The affidavits of witnesses of the parties are on record but not proved, therefore, whatever documents are produced have not been proved, therefore, the same cannot be read. There is, therefore, no evidence to support the claim of the workman that the termination of her services by the management on 18th May, 1999 was illegal and unjust. She is therefore entitled to no relief. The award is passed against her holding that she is not entitled to any relief. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 29.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण नं. 2, चड़ीगढ़ के पंचाट (संदर्भ संख्या 917/2k5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/10/1998-आई आर(बी-11)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 29.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 917/2k5) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh, No. II, as shown in the Annexure, in the

Industrial dispute between the management of The Regional Manager, PNB and their workman, received by the Central Government on 7-12-2006.

[No. L-12012/10/1998-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, CHANDIGARH**

SHRI KULDIP SINGH, Presiding Officer.

Case No. I.D. No. 917/2k5.

Registered on 15-09-2005

Date of Decision 07-11-2006.

Kchar Chand S/o Shri Thakur Dass, Opp. Police Station,
Mahilpur, Hoshiarpur

—Petitioner

Versus

Punjab National Bank, The Regional Manager, PNB,
Hoshiarpur

—Respondent

APPEARANCE

For the Workman : Shri Chhota Singh—AR

For the Management : Shri S. K. Verma—AR

AWARD

The Govt. of India vide their order No. L-12012/10/98-IR (B-II) dated 8/9th October, 1998 referred the following dispute for the adjudication of this Tribunal :

“Whether the action of the Management of Punjab National Bank, represented by the Regional Manager, PNB, Hoshiarpur in imposing punishment of dismissal from services upon Shri Kchar Chand, Ex-Clerk-cum-Cashier is just and legal? If not, what relief the workman is entitled to?”

The notice of the reference was given to the management. The workman appeared through Counsel whereas Management appears through . Sh. S.K. Verma their representative. Workman filed his statement of claim. The Management opposed to the appearance of the workman through a Counsel, therefore, the Tribunal directed the workman to engage some other representative. The Management filed the Written Statement. They also placed on record photo copies of documents marked as Annexure 1 to 25. They also placed on record photo copies of complete inquiry proceedings. The perusal of the file shows that on most of the days the workman remained absent from the Court whereas the Management appeared through representative. On 13th Feb., 2004 the Tribunal directed that the case shall come up for the consideration of fairness of inquiry. After the matter was transferred to this Tribunal the workman appeared only once on 20th Jan., 2006, neither

before or thereafter. It was in these circumstances that arguments on the fairness of the inquiry were heard Ex-parte.

I have considered the submission made by the management and have also gone through the record.

Stated in brief the claim of the workman is that he was appointed as Clerk-cum-Cashier vide order dated 14th April, 1978. During the course of his employment he became the active member of Class three employees of the Management Bank and represented the workers against the harassment and injustice met to the members of the Union due to which the management became revengeful against him; that on 19th July, 1991 he was charge sheeted for having made wrong entries in the pass book of the customer and for pocketing the money received from them instead of depositing same in the Bank; that the Management initiated inquiry against him, but he could not attend the same due to his illness. His request for deferring the inquiry was not acceded to; that the Management not only held an Ex-parte inquiry but also did not examine the customers as witnesses whose pass books were allegedly contained the false entries made by the workman. The workman was not provided with the opportunity to engage a co-worker to defend himself, in the inquiry. He was ultimately dismissed from service on 9th Sep., 1992. His appeal was also dismissed without passing a speaking order. It is further the claim of the workman that due to his alleged mis conduct no financial was caused to the Bank nor it affected its reputation; that the workman being a local of Mahilpur, having friends and relatives in the area, it may be that because of good reputation some friends and relatives got the entries in their pass book made by him in good faith. However, nobody came forward to allege that he had made wrong entries in the pass book and had pocketed the money deposited; that after his appeal was dismissed he filed a writ petition in the Punjab and Haryana High Court, in which the Hon'ble High Court relegated the workman to the alternative remedy under the Industrial Dispute Act. He, in the end, has prayed for declaring the order of termination of his services dated 28th Jan., 1993 bad in law. He has also prayed for reinstatement in service with full back wages and interest thereon.

The Management has opposed the claim of the workman taking preliminary objections that the workman cannot be represented by Shri C.H. Jhim who according to them is a practicing Lawyer; and that the claim made by the workman is barred by limitation having been filed after a gap of 4 and 5 years.

On facts it is claimed by the management that they had received a number of complaints against the workman that he has received the money from depositors but has not deposited the same in the Bank. Thereupon, the workman was placed under suspension on 7th June, 1991 and was served with charge sheet. The workman, however, did not reply the charge sheet. The Management appointed

the inquiry officer, Presenting Officer and informed the workman about the development. The inquiry proceedings started on 15th October, 1991 a notice thereof was given to the workman. But he did not appear and ultimately the Ex-parte inquiry was concluded on 17th Feb., 1992. The charges against the workman were proved. The Disciplinary Authority, after examining the inquiry report, and the documents attached therewith found the workman guilty of the misconduct which was of serious nature. He proposed the punishment of dismissal of the workman from service. The show-cause notice thereof was issued on 30th August, 1992 to the workman, who was also provided with the copy of the inquiry report dated 22nd June, 1992. The workman was also given the option to appear in person before the Disciplinary Authority on 28th August, 1992 at 3.30 pm in his office. The workman appeared and sought a week's time to submit his reply and personal submission. Acceding to the prayer of the workman, the matter was placed on 7th Sep., 1992 at 3.30 pm for the consideration of Disciplinary Authority but the workman did not come and ultimately the Disciplinary Authority ordered the dismissal of workmen from service vide order dated 29th Sep., 1992.

3. The claim of the Management further is that the workman had appealed against the order of dismissal to the Zonal Manager who was the Appellate Authority. He was also given personal hearing by the Appellate Authority on 12th Dec., 1992. After due consideration of the submission made by the workman in person and after examining the record of the file, the Appellate Authority did not find any merit in the appeal of the workman and rejected the same vide its order dated 28th Jan., 1993. It is further the claim of the Management that the Management has followed the provisions of By-Partite Settlement as amended from time to time. They had also followed the principles of natural justice in conducting the inquiry. Denying the claim of the workman that the management had become inimical towards the workman because of its Trade Union activities, it is submitted by them that the workman was proceeded against for his having making false entries in the pass book. They denied that any outside evidence was created against the workman or that the workman could not participate in the inquiry proceedings due to his illness rather his non participation in the inquiry was deliberate and intentional. Otherwise he could have produced the medical certificate in support of his claim, as his wife had participated in the inquiry proceedings on 20th and 21st December and requested for adjournment but no Medical Certificate was produced nor the workman appeared on the next date fixed.

They further claimed that the notices were issued to the workman for the dates fixed for inquiry and the same were once acknowledged by the workman, but still he did not participate in the inquiry not even once. They further claimed that the dates of the personal hearings be changed on the request of the workman, but he did not honour his own commitment and it was in those circumstances that the Disciplinary Authority had passed the orders in his

absence on 9th Sep., 1992. They also denied that no speaking order was passed by the appellate authority or that the order was passed without the application of mind by the Disciplinary and Appellate Authorities. It is also denied that the workman was also not allowed to engage as a co-worker to assist him in the inquiry proceedings, but nobody had come forward to state anything against him. According to them the Management had conducted a fair and proper inquiry against the workman and the punishment awarded to him is not disproportionate. No financial institution can afford to continue with the officials who have doubtful integrity and who swindle away the public money and thereby effect the reputation of the institution like the Bank. They have prayed for dismissal of the workman from the Bank.

I have gone through the file and have also considered the submissions made by the Management. It is already noted that the workman has not appeared in this Tribunal except once and virtually he disassociated from the proceedings.

The perusal of the inquiry proceedings show that the inquiry officer on entering upon the inquiry proceedings issued notice on 5th October, 1991 informing the employee proceeded against that the inquiry against him shall begin from 15th October, 1991 and the venue of the inquiry shall be Mahilpur Branch of the management Bank. The workman did not attend the inquiry proceedings. He was given repeated notices and the workman in the Claim Petition admitted that he had not attended the inquiry proceedings but gave the explanation that it was due to his ill health that he could not attend to the inquiry proceedings. He has failed to place on record any evidence to show that he was really ill on the days the inquiry proceedings were fixed. It was in these circumstances that the inquiry officer proceeded with the inquiry from 28th Nov., 1991. The record of the proceedings further show that though the workman had received the charge sheet as admitted by him in para No. 2 of the Claim Petition on 19th July, 1991, but he nowhere claimed that he had filed the reply to the charge sheet. The workman nowhere alleged that he was not provided with the copy of the inquiry report and the proceeding and only stated that he was not allowed to engage a co-worker to defend him. On record I do not find any evidence to show that the workman had participated in the inquiry and requested for permission to engage a co-worker in his defence. There is also no request from his side, in writing for permission to engage a co-worker and it seems the claim denial of right to the workman to engage a co-worker, to assist him in the proceedings, is an after thought.

There is no specific allegation of the workman as to how the inquiry conducted by the Management was unfair and improper. It is clear from the record that the Management made all efforts to serve the workman and infected served him by notices under R/C and this fact is also not denied by workman that is why on two of the dates his wife appeared before the inquiry officer and requested for

deferring the proceedings. The Inquiry Officer allowed the request and adjourned the proceedings for a day, but the workman even then did not appear on the fixed date, leaving no option to the inquiry officer but to proceed with the proceedings. Therefore, he conducted the inquiry as Ex-parte.

The workman admitted that he had appeared before the appellate authority in person but according to him the appellate authority did not pass a speaking order in his appeal. The copy of the order of the appellate authority is on record. It comprises of four pages and a bear perusal of it shows that the Appellate Authority considered every aspect of case and applied his mind. It was thereafter he did not find any merit in the appeal and dismiss the same. I fail to understand what more speaking order the workman expected in the matter.

After going through whole of the record of the proceedings I am satisfied that the Management had conducted a fair and proper inquiry in the case, although the workman did not participate in it even when the Management had made every effort to associate the workman in the inquiry proceedings. The erratic conduct of the workman suggested that he intentionally did not participate in the inquiry though at later stage, after knowing the mind of the Disciplinary Authority he went for an appeal but since he had nothing in his possession to disclose the case of the Management, therefore, he could not change the decision tentatively taken by the Disciplinary Authority. The workman failed to show by any evidence that the conduct that the punishment awarded to him was disproportionate to the misconduct route against him. This Tribunal does not sit appeal over the orders of Disciplinary and Appellate Authority under the statutory standing orders of the Management. However, from the proceedings I have not noticed any action of the Management to show that the inquiry conducted against the workman was unfair or that the punishment awarded to him was not disproportionate to the misconduct proved against the workman.

In the circumstances I am of the opinion that the order of the Management imposing the punishment of dismissal from service upon the workman Kehar Chand was just and legal, therefore the workman is not entitled to any relief. The reference is answered accordingly. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

का.आ. 30.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण नं. 1 चंडीगढ़ के पंचाट (संदर्भ संख्या 75/2003) को

प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/4/2003-आई आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 30.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 75/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh No. 1 as shown in the Annexure in the Industrial Dispute between the management of Punjab and Sind Bank and their workman, which was received by the Central Government on 7-12-2006.

[No.L-12012/4/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. 75/2003

Sh Jagjit Singh C/o Sh. R.P. Rana, House No. 2360, Sector 38-C, Chandigarh.

.....Applicant

Versus

The Zonal Manager, Punjab and Sind Bank, Zonal Office, Amritsar (Pb.)

.....Respondent

APPEARANCES

For the workmen : Sh. R.P. Rana & B.S. Jaswal
Advocates.

For the management : Sh. J.S. Sathi.

Passed on 30-10-2006

AWARD

Central Govt. vide notification No. L-12012/4/2003-IR (B-II) dt. 29-04-2003 has referred the following dispute to his Tribunal for adjudication :

“Whether the action of the management of Punjab and Sind Bank in terminating the services of Sh. Jagjit Singh S/o Sh. Atma Singh Ex-Peon (Daily Wage basis) w.e.f. 1-2-2002 without any notice and without any payment of retrenchment compensation, is legal and justified? If not, what relief the concerned workman is entitled to and from which date?”

2. Central Govt. alongwith the above industrial dispute No. 75/2003 Jagjit Singh Vs. Punjab & Sind Bank also sent eleven other industrial disputes between the workman and against the management of Punjab & Sind Bank details of all are given below.

Sr. No.	ID Name of workman	Notification No. & Date
1.	75/03 Jagjit Singh	L-12012/4/2003-IR(B-II) 29/4/2003
2.	77/03 Ravi Kumar	L-12012/201/2002-IR(B-II) 16/4/2003
3.	79/03 Shamsher Singh	L-12012/200/2002-IR(B-II) 22/4/2003
4.	81/03 Palwinder Singh	L-12012/6/2003-IR(B-II) 2/5/2003
5.	83/03 Amarjit Singh	L-12012/8/2003-IR(B-II) 2/5/2003
6.	85/03 Lakhbir Singh	L-12012/10/2003-IR(B-II) 2/5/2003
7.	117/03 Baljit Singh	L-12012/50/2003-IR(B-II) 19/5/2003
8.	127/03 Ram Abhilekh	L-12012/44/2003-IR(B-II) 13/6/2003
9.	165/03 Dev Raj Sharma	L-12012/79/2003-IR(B-II) 4/9/2003
10.	173/03 Ajay Kumar	L-12012/53/2003-IR(B-II) 11/9/2003
11.	163/03 Raj Kumar	L-12012/55/2003-IR-II(B-II) 11/9/2003
12.	167/03 Satnam Singh	L-12012/54/2003-IR-(B-II) 15/9/2003

3. Out of above 12 industrial disputes in three industrial disputes Ajay Kumar, Raj Kumar and Satnam Singh, Shri B.S. Jaswal is advocate and contesting for them. In remaining nine industrial disputes from Serial No. 1 to 9 Shri R.P. Rana advocate is appearing for them. In all 12 disputes advocate of the management bank is Shri J. S. Sathi Advocate.

4. Shri B.S. Jaswal and Shri R.P. Rana Advocates advanced detailed final arguments in all the above 12 cases and law referred only by Shri R.P. Rana and that law is also adopted by Shri B. S. Jaswal in the three cases contested by him on behalf of the workmen. Shri R. P. Rana advocate for the workmen in nine cases also filed list each workmen regarding working days referred above against each workmen as per salary vouchers in respect of Jagjit Singh and 8 others and submitted that in all above nine workman from Serial No. 1 to 9, all the workmen have worked for more than 240 days in a calendar year preceding to their termination. Similarly Sh. B. S. Jaswal advocate in cases from Serial No. 10 to 12 he also submitted that all the three workmen Ajay Kumar, Raj Kumar and Satnam Singh worked for more than 240 days in a calendar year preceding to their termination.

5. Learned advocates Sh. B. S. Jaswal and R. P. Rana for all the workmen and Sh. J. S. Sathi for the bank submitted that facts and law in all the above 12 cases are similar and

these above 12 cases can be decided by a single award in Jagjit Singh Vs. Pb. & Sind Bank and made applicable in all other 11 cases.

6. Learned counsel for the workman Sh. R.P.Rana and B.S. Jaswal submitted that workmen appointed in different branches and on different dates, not disputed by the bank, of the management bank and their services were terminated on 1-2-2002 as mentioned in the term of reference. They were not issued any termination letter and without giving one month notice or without payment of any salary in lieu of notice and without paying retrenchment compensation their services were terminated which is violation of Section 25-F of the I.D. Act despite the fact that workmen had completed more than 240 days of service in a calendar year preceding to their termination and not only this the workmen had completed more than 240 days in each calendar year. The management bank has also violated the provisions of Sections 25 G and H as appointed fresh persons and even detained persons junior to the workmen in service. It is also submitted that there is zero strength of the peon in 43 branches falling in the zonal office, Amritsar and no regular peon has been appointed by the management on regular basis and only workmen and other peons working in the various branches are being shifted/exchanged in these branches by one by another. Workmen also filed a writ petition No. 834/2002 in Hon'ble Pb. & Haryana High Court regarding the regularization of their services and apprehending termination of their services and the aforesaid writ petition was disposed of vide order dated 14-1-2002 with a direction to the management to decide the representation dated 21-11-2001 within two months. By this the management got annoyed and the services of the above workmen were terminated w.e.f. 1-2-2002 orally without any order. All the workmen were working as temporary peon and was being given initial pay scale plus D.A. It is further submitted that work is available in the bank and the above workmen are entitled to be appointed against regular vacancy being terminated illegally in violation of provisions of the I.D. Act.

7. Learned counsel for the workman Shri B.S. Jaswal and R. P. Rana further submitted that to prove their cases in each case workman examined himself and to disprove the case of the workmen, management examined MW1 Sukhdev Singh the only witness in all the cases. The workman proved by his evidence that he worked for more than 240 days and that he was appointed as peon and his services were terminated on 1-2-2002 by the branch manager without giving one month notice or without payment of compensation in lieu of notice and violated the provisions of Section 25 of the I.D. Act, 1947. They requests for regularization of their services and reinstatement with full back wages. By proving documents during cross-examination of MW1, it is proved by payment vouchers that in 12 calendar months preceding to the date of termination and on calculation of working days all have completed more than 240 days and there is no compliance of the provisions of Section 25F of the ID Act in particular. Workman also relied and referred 2006(1) RSJ 508 Sonapat Cooperative Sugar Mills Ltd. Vs. Rakesh Kumar, 2006(1)

RSJ 80 R.M. Yellatti Vs. Assistant Executive Engineer, 1985 Supreme Court Cases (L & S) 975 H.D. Singh Vs. Reserve Bank of India and others, 2006(1) RSJ 312, Improvement Trust Amritsar Vs. The Presiding Officer and another, 2002(4) RSJ 774 Nagappa Hanumanthappa Lamani Vs. Management of Sericulture Department 2006(2) RSJ 314 Director Health and Family Welfare, Punjab Vs. Baljinder Singh and another.

8. Learned Counsel for the workmen also submitted that the above referred judgments and evidence on record and documents proved that the workmen were appointed as peon and without any notice or compensation in lieu of notice, their services were terminated on 1-2-2002. It is also submitted that workman also proved by management oral evidence that he worked for more than 240 days in a calendar year preceding to their termination and also corroborated by the documents of management i.e. payment vouchers and as admitted by the only witness of the management that no notice or compensation was given which is clearly a violation of Section 25F of the I.D. Act. The MW has also replied that he cannot say whether workman completed 240 days and workman was also paid waged by the bank, hence workmen are entitled for reinstatement and full back wages from the date of their termination till their reinstatement. Accordingly reference may be decided in their favour.

9. On the other hand, learned counsel for the management Shri J.S. Sathi submitted that though the management denied workmen having completed 240 days in a calendar year but as per documents i.e. payment vouchers filed on record the court may calculate whether the workmen completed 240 days in a calendar year or not. As regard issue of termination notice or pay in lieu of notice and retrenchment compensation, MW1 Sukhdev Singh admitted in all cases that no notice was given to the workman at the time of their termination and also no retrenchment compensation was given by the bank. The workmen were appointed unauthorizedly by incompetent person without following the due procedure of appointment as laid down in statutory rules and directions. The workmen have no right for reinstatement as their appointment was illegal. He also referred to the statements of all the workmen who admitted in their cross-examination that they have not given any application for engagement/appointment in the bank. There was no advertisement by the bank for the post. No appointment letter was given. No interview took place at the time of appointment. No termination order was given by the bank. The manager has engaged them for the work. He submitted that manager of the bank has no authority to appoint any body as class IV employee. It is only the Zonal Manager who can appoint and is not disputed by the workman. The contention of workmen is only that as they have completed 240 days and it is in violation of Section 25F of the I.D. Act as no notice or pay in lieu of notice and retrenchment compensation was paid to the workmen. But these provisions are not attracted in this case as their appointment was illegal.

10. Management advocate Shri Sathi submitted that there is no vacancy existed at present to appoint any person to the post of peon and it is very clearly submitted in written statement. While summing up his arguments he submitted that workmen were engaged in different branches where there was work and they more working in different branches without transfer on new appointment, a workman cannot be counted in one period. He also submitted that workmen have no right of reinstatement and the management was not required to give one month notice, compensation or pay in lieu of notice as the engagement of the workman, was bad in law and in one way it is back door entry.

11. While replying to the arguments of the learned counsel for the workmen, he submitted that judgments referred by the learned counsel for the workman are not applicable at present in view of the latest law Judgment of the Hon'ble Supreme Court in Uma Devi Vs. State of Karnataka and others applies. He also referred to the other judgments also and submitted that as in view of the judgment of the Hon'ble Supreme Court 1997 Lab I.C. 2075 in Himanshu Kumar Vidayarthi case and 1997(1) Excise Supdt. Malikapatnam AP Vs. K.B.N. Visweshwara Rao and Ors. Wherein the Hon'ble Supreme Court has held that it should be mandatory for the requisitioning authority/ establishment to intimate the employment exchange and employment exchange to sponsor the names of the candidates to the requisitioning departments for selection strictly according to the seniority and reservation as per requisition and in addition the appropriate department or undertaking or establishment, should call for the names by publication in the newspapers having wider circulation and also display on their office notice boards or announce on radio television and employment news bulletines and then consider the cases of all the candidates who have applied. If this procedure is adopted, fair play would be subserved and equality of opportunity in the matter of employment would be available to all eligible candidates. He also referred to 2003(3) SCT 559 General Manager, Haryana Roadways Vs. Rudhan Singh wherein the Hon'ble Supreme Court has held that as regard the back wages, employer should not be burdened with back wages for the period the workman did not render any service for no fault of the employer. While summing up his arguments he also submitted that our own Punjab & Haryana High Court in 1998 (4) SLR 15 has held that where a workman is the beneficiary of the fraudulent system of employment or if it finds that he is a back door appointee, the prayer for reinstatement may be refused even though the termination of the services of such an employee may have been brought about without compliance of the provisions contained in Section 25F or 25G because the initial appointment of the petitioner was in violation of articles 14 and 16 of the constitution and relief of reinstatement was rightly denied.

12. While summing up his arguments learned counsel for the management Shri J.S. Sathi submitted that in view of the law referred as workmen are beneficiary of back door entry and lawful procedure was not adopted, it is proved that all workmen also admitted on oath in the court in cross-examination that they have not given any application for

engagement/appointment in the bank. There was no advertisement by the bank for the post. No appointment letter was given. No interview took place at the time of appointment. No termination order was given by the bank. The manager has engaged them for the work. He submitted that manager of the bank has no authority to appoint any body as class IV employee. It is only the Zonal Manager who can appoint and is not disputed by the workman and as their appointment is back door entry against the statutory rules and no vacancy existed at present. It is also worth mentioning that Govt. has banned recruitment. The request of workmen to reinstate them and pay the full back wages and regularize them is not tenable in Law. Workmen can neither be reinstated as there is no vacancy nor can be regularized in view of latest law of the Constitutional Bench of the Hon'ble Supreme Court in Uma Devi's case. The workmen failed to prove the above reference and that management has rightly terminated their services, therefore, reference may be answered in favour of the management.

13. In view of the above submissions and my perusal of the oral evidence and documents and law referred by both the parties, I have found that submissions of the workmen are that they have proved working of more than 240 days in a calendar year preceding to the date of termination and no notice or notice pay in lieu of notice and retrenchment compensation was paid to the workmen and it is a clear cut violation of provisions of Section 25F of the I.D. Act, 1947 and termination order is void ab-initio in such circumstances and this situation is not denied by the management. Management's contentions are that as in view of the latest judgment of the Hon'ble Supreme Court in Uma Devi Vs. State of Karnataka and in Himanshu Kumar Vidyarthi's case and a judgment of our own Punjab and Haryana High Court (supra) that in case the statutory procedure is not adopted in appointments, provisions of I.D. Act is not attracted. I have found that workmen have completed more than 240 days in a calendar year preceding to their date of termination and that no notice of termination or pay in lieu of notice and retrenchment compensation was paid to them and it is a clear violation of Section 25F of the I.D. Act, 1947 and it is the only plea pressed by all the workmen in their cases. I have also found that in view of the above and relying on the law referred by the workmen, some workmen have also claimed regularization, I am of the considered view that following the law laid down by the Constitutional Bench, workmen have no case in such situation entitling for regularization and prayer can not be acceded to and further it is beyond the scope of reference. The management also has taken a plea and also proved on oath that appointment of the workman are against the statutory rules and no vacancy exist at present. It is also worth mentioning that Govt. has banned the recruitment and this part of the evidence and plea of the management was not controverted or disputed in any manner by the learned advocates of the workmen.

14. Now it is the settled law as held by the Hon'ble Supreme Court in several judgments that reinstatement in certain situation is not necessary and in the present cases

in view of the submission and evidence of the management as there is no vacancy existed at present, even if this Court hold that termination was bad, reinstatement can not be ordered by this tribunal. As regards violation of Section 25F by the management, I am of the considered view that management has also not vehemently disputed it and it is also proved that workmen has put in more than 240 days of service in a calendar year preceding to the date of termination, it is clear that there is also no vacancy in the bank to regularize their services as is claimed by some workmen in the claim statement at present and it can not be allowed.

15. The contention of the management that manager who appointed these workmen was not authorized and the Appointing Authority is the Zonal Manager but at the same time it is not disputed that this practice is prevailed in all the departments including the resptd. Bank and manager used to engage them temporarily on daily wage basis for contingency and other like purposes. In case the workman is engaged, and continued to work more than 240 days and disengaged, whether Section 25F of the I.D. Act comes to his rescue, Yes, he is entitled for compensation in lieu of notice and it is violation of Section 25F, it is incumbent upon the branch manager to comply with the provisions of Section 25F of the I.D. Act, 1947 and in my view as submitted by the learned counsel for the management that there is no vacancy, there can not be any reinstatement, regularization, but as regard the reference sent to this court for adjudication is concerned, as the workman have alleged violation of Section 25F, management failed to prove that in view of the above provisions of law, it is not redundant or ineffective, failed to prove that termination order is just and legal.

16. Now the next part of the reference sent for adjudication to what relief the workmen are entitled. I also refer and relied on the judgment 2004(1) LLJ 566 Radha Raman Samanta Vs. Bank of India (SC) wherein the Hon'ble Supreme Court was pleased to grant monetary compensation in the absence of post. In view of my above decision and law referred as there is no vacancy as proved by the management, the workman were appointed without following the due legal statutory process of employment, are not entitled for the relief of reinstatement and back wages. I am of the considered view that in this peculiar situation when reinstatement is not possible, workmen should be compensated monetarily. In view of the above, I order that workman should be paid monetary compensation of Rs. 40000 in each case in lieu of reinstatement and back wages within three months from the date of publication of the award when it become enforceable failing which workman shall be entitled for interest @15% per annum from the date of publication of the award. Central Govt. be informed. File be consigned to record. A copy of this award be also placed in other eleven I. Ds.

Chandigarh

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

का. आ. 31.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 13/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/14/2006-आईआर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 31.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of Punjab National Bank, and their workman, received by the Central Government on 7-12-2006.

[No. L-12012/14/2006-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
LUCKNOW

Present :

SHRIKANT SHUKLA, Presiding Officer

I. D. No. 13/2006

Ref. No. L-12012/14/2006-IR(B-II) Dt. 29-6-2006

BETWEEN

Shri Ramesh Chandra
Gram & Post Ghiyar Mohliya
Hardoi (U.P.)

And

The Regional Manager
Punjab National Bank,
Regional Office, 156, Civil Line
Bareilly (U.P.)

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute No. L-12012/14/2006-IR(B-II) dated 29-6-2006 for adjudication to the Presiding Officer, CGIT-cum-Labour Court, Lucknow :

“Whether the action of the management of Punjab National Bank, Regional Office, Bareilly in imposing the Punishment of Removal from service of Shri Ramesh Chandra, Peon vide Order

dt. 28-2-2004 is legal and justified ? If not to what relief the concerned workman is entitled ?”

The Government of India, Ministry of Labour endorsed the copy of Order to the Ramesh Chandra and Regional Manager, Punjab National Bank as well with the note that the parties raising the dispute shall file a statement of claim complete with relevant documents, list of reliance and witnesses with the Tribunal within 15 days of the receipt of this Order of reference and also forward a copy of said statement to each one of the opposite party involved in this dispute under rule 10(o) of the I. D. Act (Central) 1957.

The Order of reference was received in the office of Presiding Officer, CGIT-cum-Labour Court, Lucknow on 10-7-2006. But the worker did not file any statement of claim in the stipulated period. Worker Shri Ramesh Chandra on 25-8-2006 requested for adjournment which was allowed and 15-9-2006 was fixed for filing statement of claim with the documents and list of witnesses. Worker did not file in the extended period therefore in the interest of justice 18-9-2006 was fixed for hearing. None appeared on the date fixed therefore this Court Ordered the notices by registered post be issued to the parties fixing 18-10-2006 for filing statement of claim list of witnesses in the Court alongwith the postal receipt of sending the aforesaid paper to the opposite party. Court also fixed 30-10-2006 for filing written statement, documents etc, and also fixed 15-11-2006 for filing rejoinder 22-11-2006 was fixed for evidence. According the notices were sent to the parties but none turned up on the dates mentioned above.

It was the duty of the worker to prove that his removal order was illegal and unjustified but he has fail to do so. With the result, the issue is answered against the workman and I also come to the conclusion that worker is not entitled to any relief.

LUCKNOW

27-11-2006

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 7 दिसम्बर, 2006

का. आ. 32.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, बंगलोर के पंचाट (संदर्भ संख्या 49/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2006 को प्राप्त हुआ था।

[सं. एल-12011/110/2002-आई आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 7th December, 2006

S.O. 32.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank, and their workman, which was received by the Central Government on 07-12-2006.

[No. L-12011/110/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT, BANGALORE

Dated : 30th November, 2006

PRESENT:

SHRI A. R. SIDDIQUI, Presiding Officer

C. R. No. 49/2002

I PARTY

The General Secretary,
Syndicate Bank Staff Union
84, JC Road,
BANGALORE—560002

II PARTY

The General Manager (P),
Syndicate Bank,
Head Office, Udupi Distt.
MANIPAL—576119

APPEARANCES

1st Party : Shri B. D. Kuttappa, Advocate
2nd Party : Shri Ramesh Upadhyaya,
Advocate

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* Order No. L-12011/110/2002-IR (B-II) dated 23rd August, 2002 for adjudication on the following schedule :

SCHEDULE

“Whether the management of Syndicate Bank is justified by dismissing Shri M. Shiva Mahadeva, Attender from services w.e.f. 30-11-2000 ? If not, what relief the workman is entitled to and from which date?”

2. A charge sheet dated 7-4-2000 came to be issued to the first party workman in the following terms :

CHARGE SHEET

That you have been working as Attender at BWSSB Branch, Bangalore since 3-1-1994 and while functioning in your position as such :

(1) During July/August 1998 you introduced to the branch Shri K. R. Sridhar, said to be Proprietor of M/s. Ashwini Industries to avail credit facilities aggregating to Rs. 24.85 lakhs.

(2) You issued two cheques for amounts aggregating to Rs. 6,100 which were dishonoured for want of funds in your SB account No. 58263.

(3) You fraudulently issued your Income/Salary Certificate in Form No.16, Annexure-III to Hongkong Bank, Dickenson Road, Bangalore to obtain a credit card for self.

Following circumstances appear on record in respect of the above transactions :

1. In the matter of introduction of Shri K.R. Sridhar.

That M/s. Ashwini Industries, said to be a proprietorship concern of one Mr. K. R. Sridhar, No. 68, II stage, Peenya, Bangalore-58, reportedly engaged in manufacture of papads, roasted vermicelli was introduced to the branch by you. In fact the said firm was a partnership firm and was enjoying huge credit facility/overdue liability with State Bank & City Bank. Without ascertaining the antecedents/knowing the property you introduced him to BWSSB branch, Bangalore and requested Shri Sriram Chinchalkar, the then Chief Manager for sanction of credit facility to Shri K. R. Sridhar in the name of said proprietorship concern.

That on 8-9-1998 the branch was extended to the party credit facilities *vide* OSL/SSI 62/98 for Rs. 9.85 lakhs and SOD 1736 for Rs. 15 lakhs.

At present an amount of Rs. 26.55 lakhs is struck to books of the branch proving difficult of recovery.

It is alleged that you have received an illegal gratification of Rs. 1 lakh from Shri K. R. Sridhar for introducing him to the branch and recommending for sanction of the credit facility to the firm.

That now it is revealed that the unit never functioned/presently closed, that before approaching our bank, the borrower has availed credit facility aggregating to Rs. 8 lakhs from KSFC, Peenya branch during October, 1996, vehicle loans for Rs. 5.09 lakhs from Citi Bank during March 1997 and term loan/cash credit facility aggregating to Rs. 39.50 lakhs from SBI Peenya during 1997-98 and cheated the said banks, that he has cheated our bank also by suppressing the above facts.

You have been maintaining a SB Account No. 58263 with the branch to which your salary is being credited. It is reported that during the material period you were having huge outside. Liability besides liabilities aggregating to about Rs.1.60 lakhs under EPF loan, vehicle loan, DL and Housing loan, that your take home pay during

the material period was about Rs. 1300 per month. However, you made following cash remittances to your said SB account.

Rs. 5000/- on 20-5-98	Rs. 5000 on 24-6-1998
Rs. 5000/- on 23-7-1998	Rs. 5000 on 8-9-1998
Rs. 15000/- on 15-9-1998	Rs. 1000 on 8-10-1998
Rs. 2000/- on 24-11-1998	Rs. 1110 on 3-1-1999

Following irregularities are observed on your part.

- (a) Without knowing the party/ascertaining his antecedents, you introduced him to the branch.
- (b) You introduced a party whose transactions with other banks/financial institutions were highly irregular.
- (c) You obtained illegal gratification from the party and caused the borrower to derive undue pecuniary benefit at the cost of the bank.
- (d) You failed to safeguard bank's interest and facilitated the borrower to play fraud on the bank.

The above acts on your part constitute gross misconduct within the meaning of Clause No. 19.5 of Bipartite Settlement. You are therefore, charged with the commission of gross misconducts of doing acts prejudicial to the interest of the bank *vide* clause No. 19.5(j) and taking a bribe or illegal gratification from a customer of the bank *vide* clause No. 19.5(k) of the Bipartite Settlement.

- (2) In the matter of dishonour of cheques issued by you;

You have issued following cheques favouring third parties which were dishonoured for want of funds in your SB Account No. 58263 at BWSSB branch:

S. No	Cheque No. & date	Name of the payee	Amount (Rs.)	Returned unpaid on
1	2	3	4	5
1.	680575/ 20-8-1998	Basavaraj Mathod	5000	22-8-1998
2.	842454/ 28-6-1999	Honkong Bank	1100	2-7-1999

You did not maintain sufficient balance in your SB account to meet the above cheques, thereby you contravened the guidelines issued *vide* HO Cir. No. 90/94/BC.

Your above acts constitute gross misconduct within the meaning of Clause No. 19.5 of the Bipartite Settlement. You are therefore, charged with commission of Gross Misconduct of "doing acts prejudicial to the interest of the bank" *vide* clause No. 19.5(j) of the Bipartite Settlement.

3. In the matter of availing credit card facility with Hongkong bank:

That you submitted an application dated 27-1-1999 to Hongkong Bank, Manipal Centre, Dickenson Road, Bangalore-42, falsely declaring that you were working as a Clerk at BWSSB branch, Bangalore and requested them for issue of a credit card. Also you had enclosed to the said application your annual salary certificate for the period 1-4-1997 to 31-3-1998 purported to have been issued by our BWSSB branch declaring that your annual gross salary was Rs. 72,326/-. That based on the said information Hongkong Bank issued to you on 16.2.1999 a credit card bearing No. 5422 0710 0496 4193 valid up to February 2000, with credit limit of Rs. 15,000/- of which 40% can be withdrawn as cash.

It is revealed that the said certificate was not issued by our BWSSB branch that you falsely declared that you were a Clerk and also fraudulently submitted the above certificate and derived undue pecuniary benefit for self.

Your above acts constitute gross misconduct within the meaning of clause No. 19.5 of the Bipartite Settlement.

You are therefore, charged with the commission of gross misconduct of doing acts prejudicial to the interest of the bank *vide* Clause No. 19.5(j) of the Bipartite Settlement.

You are advised to submit your written statement of defence, if any, within fifteen days from the date of receipt of this charge sheet."

3. There being no reply to the charge sheet by the first party, a Domestic Enquiry was ordered against him and on the basis of the enquiry report holding him guilty of the charges leveled in the above said charge sheet, the Disciplinary Authority sent the enquiry report to the first party giving him opportunity of personal hearing and thereupon, proposed the punishment of dismissal and confirmed the same once again affording opportunity of personal hearing to the first party.

4. The first party workman through the first party union, represented by the General Secretary State Bank Staff Union, Bangalore in his claim statement before this tribunal challenged the enquiry proceedings as opposed to the principles of natural justice, findings of the enquiry

officer as perverse and not based on the material available on record and the order of dismissal passed against him as unjust, illegal and disproportionate to the alleged charges of misconduct leveled against him.

5. The management by its counter statement however, denied the allegations of the first party workman made in the claim statement with regard to the enquiry proceedings, findings of the enquiry officer and so also the legality of the dismissal order passed against him. The management contended that proceeding of enquiry were conducted in tune with the principles of natural justice giving fair and reasonable opportunity to the first party workman to participate in the proceedings taking the help of defence representative. It contended that findings of the enquiry officer are well based on oral and documentary evidence and cannot be termed as perverse by any stretch of imagination. It contended that keeping in view the gravity of the misconduct committed by the first party, the dismissal order passed against him was quite just, legal and proportionate to the gravity of the misconduct committed by him.

6. Keeping in view the respective contentions of the parties with regard to the validity, fairness or otherwise of the enquiry proceedings, this tribunal on 27-5-2004 framed the following preliminary issue:

“Whether the Domestic Enquiry conducted against the first party by the Second Party is fair and proper?”

7. During the course of trial, the management examined the enquiry officer as MW1 and got marked documents at Ex. M1 to M4 including the enquiry proceedings and the enquiry report. The first party as a rebuttal filed his affidavit by way of examination chief without getting marked any document.

8. After having heard the learned counsels for the respective parties on the above said issue, this tribunal by order dated 17-5-2006 recorded a finding to the effect that the enquiry held against the first party by the second party is fair and proper. Thereupon, the matter came to be posted for arguments on merits i.e. on the alleged perversity of the enquiry findings and the quantum of the punishment. The learned counsel for the first party Shri B. D. Kuttappa, while taking the court through the oral and documentary evidence brought on record before the enquiry officer and the findings of the enquiry officer, vehemently, argued that the 1st charge against the first party can be divided into two portions i.e. the allegation that the first party introduced one Mr. Sridhar to the then Manager fascilating him for credit facility and the Second Portion of the charge is to the effect that the first party introduced the said customer, Shri Sridhar to the Incharge, Advances Department, the then manager against a consideration of Rs. 1 lakh he received from the customer. He argued that the mere fact that the first party introduced

a customer approaching bank for the purpose of loan to the authority competent sanctioning the loan or to initiate the process of sanctioning the loan, cannot be held responsible if loan was sanctioned by the competent authority and thereupon the customer concerned became a defaulter. As far as the later portion of the charge is concerned learned counsel submitted that except the alleged statement of said Shri Sridhar said to have been made before the Regional Manager viz. MW3 that he paid a sum of Rs. 1 lakh to the first party workman as a bribe so as to get the loan from the bank, there is absolutely no evidence reliable brought on record to speak to the said fact and to prove the said charge.

9. Now, coming to the Second Charge, learned counsel submitted that the first party caused no financial loss to the bank when the two cheques issued by him to 3rd parties were rendered and returned for want of funds. With regard to the 3rd Charge, learned counsel submitted that the income certificate submitted by the first party through the agent was a genuine certificate issued by the competent authority viz. the then manager and that the application filed by him seeking the credit card showing his designation as Clerk instead of a sub-staff was filled by the Agent of the said bank himself and therefore, the fact that his designation was shown as Clerk instead of sub-staff is not with an intention to misrepresent or defraud either the management bank or the Hong Kong Bank in getting the Card. Therefore, learned counsel submitted all the charges have not been substantiated by oral and documentary evidence produced during the course of the enquiry as the evidence brought on record was an hearsay evidence and the most competent and important witness namely, said Shri Sridhar, to speak to the first charge was not produced and therefore, the enquiry officer committed gross error in not appreciating the evidence brought on record in its proper perspective and in the result his findings are perverse to be interfered at the hands of this tribunal.

10. Learned counsel or the management Shri Ramesh Upadhyaya on the other hand with equal vehemence argued that the fact that the first party introduced said Sridhar to the then Manager for the credit facility since has been admitted by the first party himself, it goes without saying that he misled the then competent authority sanctioning the loan in introducing the said customer without ascertaining his antecedents and without himself knowing as to whether the said customer's financial condition was sound enough to raise the loan.

11. Coming to the Second Portion of the charge, learned counsel submitted that the said Sridhar when was interrogated by MW4, the then manager of the Management branch gave his written statement on 1-4-1999 to the effect that he had made the payment of Rs. 1 lakh to the first party in getting the loan sanctioned from the bank. He submitted that non examination of said

Sridhar is not a circumstance fatal to the case of the management as the above said statement of Shri Sridhar marked at Ex. MEX.15 during the course of enquiry remains to be challenged by the first party. With regard to the other two charges, learned counsel submitted that there was ample evidence by way of oral testimony of MW1 to MW4 that undisputedly, the first party issued two cheques to the 3rd parties which could not be honoured when tendered by them for want of funds in the accounts of the first party. He submitted that the 3rd charge against the first party that he obtained the credit card from Hong Kong Bank showing his designation as a Clerk though was working as a sub-staff again has been proved in the very admissions of the first party that the application submitted by him to the said bank seeking the credit card did mention his designation as Clerk and not as a Sub-staff.

12. After having gone through the proceedings of the enquiry including the oral testimony of MW1 to 4 and the voluminous documentary evidence produced by the management and the findings of the enquiry officer, I am of the considered opinion that the 1st Charge levelled against the first party consisting of allegation that he introduced said customer Shri Sridhar to the then competent authority Incharge, Advances Department is not a misconduct even we assume that he did introduce the said customer to the authority concerned. As far second allegation is concerned that he introduced the said customer to the authority concerned facilitating him to get credit facility as against the consideration of Rs.1 lakh has not been established by the management by sufficient and legal evidence. The other two charges against the first party in my opinion have been substantiated in the light of the oral and documentary evidence produced before the enquiry officer and the very admissions of first party.

13. Coming to the first charge, the enquiry officer after having analysed the oral and documentary evidence particularly, the alleged statement of said Sridhar at Ex. MEX. 15 at Para 31 of page 19 of the enquiry report observed as under :

“Summing up above analysis of evidence, I would like to say that Shri Sridhar, Proprietor of M/s. Ashwini Industries was introduced to the bank by the CSE for a credit facility, that the CSE introduced the party without knowing him well and his antecedents, that the party introduced by the CSE had transactions with other banks/ financial institutions which were highly irregular and that the CSE obtained illegal gratification from the party for introducing him to the bank and thus the CSE as well as the party derived undue pecuniary advantage at the cost of the bank. By such act the CSE failed to safeguard the bank's interest and facilitated the borrower to play a fraud

on the bank knowingly or unknowingly. I therefore, place on record that the Gross Misconducts of doing acts prejudicial to the interest of the bank and taking bribe or illegal gratification from a customer of the bank framed against the CSE are proved conclusively”.

14. After having gone through the statements of MW 1 to 4 and so also the defence statement of the first party I must say that the first part of the observation made by the enquiry officer in the aforesaid Para is not supported by the evidence on record. The fact that the first party introduced Shri Sridhar to MW3, the then Assistant Manager is not disputed by the first party himself. However, his defence is to the effect that he just introduced said Sridhar to MW3 saying that he wanted credit facility and said nothing about his credibility, trustworthiness or that he was a sound party etc. This defence of the first party gets support from the very statement of MW3 made in his examination chief, wherein he stated that the first party brought the party (Sridhar) to the branch and introduced to him. He (Sridhar) approached the bank for credit facility so he (MW3) took him to Shri Chinchalkar, Chief Manager. He never stated that the first party introduced said Shri Sridhar knowing fully well his antecedents or that he was knowing him quite well otherwise. Therefore, the observation made by the enquiry officer saying that the first party introduced the said customer to the bank for a credit facility without knowing him well and his antecedents or that he had transactions with other banks which were highly irregular is not supported by the evidence on record. Even assuming for a moment that the first party introduced the said customer to MW3 without knowing him well and his antecedents, it cannot be said that the first party in doing so had any ulterior motive to defraud the bank authority and that his introduction as such authorized MW3 or the authority competent to sanction the loan without observing the required formalities. Responsibility of ascertaining the antecedents and the sound status of the party was on the authorities concerned who were to process the loan application filed by the party and then to sanction the loan. They just cannot sanction the loan or cannot be justified to say that they have sanctioned the loan only because the first party as a sub-staff has introduced the said customer to the then Assistant Branch Manager namely, MW3.

15. Now, coming to the other part of the charge, that the first party obtained illegal gratification from the said customer, as argued for the first party, except the above said alleged statement of Shri Sridhar at Ex. MEX.15, there is no evidence brought on record worth credence to substantiate the said charge against the first party. The oral testimony of MW2 to 4, to the effect that MW4 interrogated Shri Sridhar and during the course of

interrogation he gave the said statement mentioning the fact that he paid a sum of Rs. 1 lakh to the first party as a bribe is not worth reliable. The above said oral testimony of management witnesses certainly was an hearsay evidence as the author of the said statement itself was not produced before the enquiry officer to speak to the said statement. In fact, as it has come on record MEX.15 was not the original complaint of the said Sridhar but said to be an attested copy of the said complaint. That apart, it is interesting to note that the said customer, Shri Sridhar was interrogated by MW4 and not by the Investigation Officer, MW1. MW1 who is said to have investigated the matter admittedly did not record the statement of said Sridhar for the reasons best known to him. Therefore, it was not very safe for the enquiry officer to have acted upon the oral testimony of MW2 to MW4 and jump to the conclusion that charge of illegal gratification against the first party was proved. Therefore, I must record a finding to the effect that the first charge against the first party fails to be substantiated.

16. Now, coming to the Second Charge, it is not disputed and cannot be disputed by the first party that he had issued two cheques dated 20-8-1998 and 28-6-1999, one favouring Shri Basvaraj Mathod and the other one favouring Hong Kong Bank respectively for amounts of Rs. 5000/- and Rs. 1100/-. It is again not disputed by the first party that when those two cheques were tendered for encashment, they have been returned back to the customers concerned "not being honoured for want of funds". Therefore, the act of the first party in issuing those cheques without maintaining sufficient balance in his account certainly amounts to misconduct as was done in violation of the circular issued by the management bank in that regard. The defence of the first party that it was for the first time the cheques issued by him were returned for want of funds in his span of 28 years cannot be considered a circumstance mitigating in his favour. Therefore, the above said charge against the first party stands proved.

17. The next charge against the first party that in his application to the agent of Hong Kong Bank seeking the facility of credit card, he designated himself as Clerk though was working as a sub-staff is again very much substantiated in the very admission of the first party himself. His defence that it is the agent who himself filled the application showing his designation as Clerk cannot be accepted for the simple reason that the application must have been filled up by the agent under the instructions of the first party himself. What appears is that he could not have got the facility of credit card if his designation was mentioned as sub-staff and that is the reason for the first party to designate himself as Clerk and not a sub-staff in seeking the facility of the said credit card from the Hong Kong Bank. Therefore, the above said charge is again established by the management. The enquiry officer also has given his sound reasonings while coming to the

conclusion that charges No. 2 and 3 have been substantiated by the management. Therefore, in the light of the above, it can be safely concluded that Charge No. 1 has not been proved and whereas, charge No. 2 and 3 stand proved against the first party.

18. Keeping in view of the fact that Charge No. 1 which was serious in nature, since has not been proved, the punishment of dismissal imposed upon the first party for Charge No. 3 on its face itself appears to be quite disproportionate and harsh in nature. Therefore, liable to be set aside. Taking into consideration the nature of the misconduct committed as against Charges No. 2 and 3, it appears to me that ends of justice will be met if the first party is dealt with punishment of withholding of his three annual increments with cumulative effect denying him 50% of the back wages from the date of dismissal till the date of reinstatement with continuity of service and other consequential benefits. Hence the following Award :

AWARD

The management is directed to reinstate the first party in its service with 50% of the back wages from the date of dismissal till the date of reinstatement withholding his three annual increments from the date of dismissal with cumulative effect with continuity of service and all other consequential benefits. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 30th November, 2006)

— A. R. SIDDIQUI, Presiding Officer.

नई दिल्ली, 11 दिसम्बर, 2006

क्र.आ. 33.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 13/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/179/1999-आई आर (डी यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 11th December, 2006

S.O. 33.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 11-12-2006.

[No.L-42012/179/1999-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

Presiding Officer : R. N. RAI.

I. D. No.13/2000

IN THE MATTER OF :—

Shri Shumbhari,
C/o General Secretary,
CPWD Mazdoor Union,
E-26 (Old Qtr.), Raja Bazar,
Baba Kharak Singh Marg,
New Delhi - 110001.

Versus

The Executive Engineer (Civil),
CPWD "U" Division,
CGO Complex, Lodhi Road,
New Delhi - 110003.

AWARD

The Ministry of Labour by its letter No. L-42012/179/99/IR (DU) Central Government Dt. 27-01-2000 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of the Executive Engineer, CPWD, "U" Division, New Delhi in not regularizing the services of Shri Shumbhari as Sewerman w.e.f. 16-06-1988 is fair, legal and justified? If not, to what relief the workman concerned is entitled."

The workman applicant has filed claim statement. In the claim statement it has been stated that Shri Shumbhari was engaged for the work of Sewerman w.e.f. 16-06-1988 and presently performing his duties in Paryavaran Bhawan, Lodhi Road, New Delhi - 110003.

That the management has designated his work order as sweeper but he was performing the duties of sewerman but he was paid only for the work of sweeper and not sewerman as the post of sewerman is of skilled nature and the regular workers in the category of sewerman performing similar duties have been designated as skilled workmen in the pay scale of Rs. 950-1500 revised to Rs. 3200-4500 without increment.

That the Junior Engineer of CPWD has been supervising the work of Shri Shumbhari and work was allotted by the Inquiry Clerk of the management directly. That the Junior Engineer has been marking attendance of this workman and camouflagedly the management is treating the work as contractor.

That thousands of workmen are performing their duties in CPWD for the maintenance of buildings, construction work, roads, bridges etc. and the same work

is covered under the Payment of Wages Act, Minimum Wages Act and the establishment is also covered under the Industrial Employment Standing Orders Act.

That as per the Model Standing Order Act under the Industrial Employment (Standing Orders) Act, 1946 the workman became permanent workman after completion of 90 days of service. In this case, the workman has been performing his work continuously without any break from the date of his employment w.e.f. 10-06-1988 till date and completed more than 10 years of service but the management with a view to exploiting the workman treated as work order which is not permissible under the Vth Schedule of ID Act, 1947 being unfair labour practice.

That under Item No.7 of the 3rd Schedule under Section 7 A of the ID Act, 1947 the workman has a right to be classified by grades.

That as per the judgment of Hon'ble Supreme Court in the matter of Surinder Singh and Others Vs. Engineers in Chief, CPWD in its judgment dated 17-01-1986 directed the management to pay the wages to all the daily rated workers from their respective dates of employment and also hoped that the workers after completion of six months of service would be regularized in the time scale but the management as per the sanction of Director General Works, CPWD No. 38/2/87-EC.X dated 30-09-1992 have created many posts in various categories for the purpose of regularization of daily rated muster roll workers of CPWD. Copy of the same is enclosed and marked as Annexure-A.

That the management camouflagedly with a view to deny the status and privileges of permanent workman his services were not regularized which is unfair labour practice as envisaged in Item 10 of the Vth Schedule under Section 2 (ra) of the ID Act, 1947.

That this Hon'ble Tribunal is within its jurisdiction to classify the workman by grades as provided under Item No.7 in the 3rd Schedule under section 7 A of the ID Act, 1947. That the action of the management of CPWD in not regularizing the services of Shri Shumbhari as Sewerman w.e.f. 16-06-1988 is unfair, illegal and unjustified.

The management has filed written statement. In the written statement it has been stated that the claimant/workman is not a "workman" as per the provision of the ID Act, 1947 and the claimant is a contractor who was given work orders from time to time on contract basis for supply of sweeper for a specific period for an agreed amount on certain terms and conditions as specified in the contract. Therefore, it is respectfully submitted that the present claim of the claimant under reply is liable to be dismissed by this Hon'ble Tribunal on this ground alone.

That the claimant/workman has no cause of action in his favour and against the management. It is respectfully submitted that the claimant herein was given work order from time to time on contract basis for supply of sweeper for a specific period for an agreed amount on certain terms

and conditions as specified in the contract. It is pertinent to mention here that it was clearly mentioned in the contract paper that the contractor or his worker shall have no claim of any nature other than the payment mentioned above. Therefore, the claimant/contractor subsequently cannot claim himself as a workman working with the answering management on the basis of the contracts/work orders taken together. Hence, the claimant has no cause of action in his favour and against the answering management and the present claim under reply is liable to be turned down by this Hon'ble Tribunal.

That the claimant has not come to this Hon'ble Court with clean hands and is trying to mislead this Hon'ble Tribunal by concealing material facts, deliberately and intentionally, regarding his status vis-a-vis the answering management. It is respectfully submitted that the claimant is a contractor who was given work order(s) by the answering management from time to time on contract basis for supply of sweeper for a specific period for an agreed amount on certain terms and conditions as specified in the contract. The claimant's allegations that he was engaged for the work of sewerman; and that the management has designated him as work order sweeper but he was performing the duties of sewerman; he was paid only for the work of sweeper and not sewerman, is contrary to the records. The concealment of the fact (that the claimant/workman is a contractor whose claim, if any, is confined only to the terms and conditions of the contract/work order) is made to misguide the Hon'ble Tribunal. The answering management craves leave of this Hon'ble Tribunal to point out the concealment at appropriate stage of the proceedings before this Hon'ble Tribunal. Therefore, it is respectfully submitted that the present claim of the claimant under reply is not maintainable and is liable to be dismissed by this Hon'ble Tribunal on this ground alone.

It is categorically denied that the workman was engaged as sewerman as has been alleged by the workman herein. In reply to para No. 2 of the claim, it is submitted that the workman herein was given work as a contractor on work order for the supply of sweeper and presently he was given the work order as contractor for the supply of sweeper. The said work order is annexed herewith and marked as Annexure R-I for the kind perusal of this Hon'ble Tribunal. That he was performing the duties of sewerman but he was paid only for the work of sweeper and not sewerman, are wrong, misconceived and therefore, denied. It is also categorically denied that the regular workers in the category of sewerman performing similar duties have been designated as skilled-workman in the pay scale of Rs. 950-1500 revised to Rs. 3200-4500 w.e.f. 1-1-1996. In reply to this para it is submitted that the management has no need to designate a contractor who has taken work on contract basis on work order for supply of sweeper on a specified amount. It is further submitted that the workman herein is a contractor for supply of sweeper and the allegation that the workman is/was performing the duties of sewerman is baseless/misconceived and vehemently

denied. It is submitted that the management is paying to the workman herein as per the amount mentioned in the contract/work order. However, it is not denied that the post of sewerman is skilled nature and the regular workers working in the category of sewerman are receiving pay in pay scale of Rs. 950-1500 revised to Rs. 3200-4500 w.e.f. 01-01-1996.

It is submitted that the Junior Engineers are supervising the duty performed by the workman of the management as well as the work executed by the work order contractors on day to day maintenance of the building.

It is strongly denied that the answering management is camouflagedly treating the work as contractor. In reply to this para it is submitted that as a matter of fact, it was clearly mentioned in one of the terms/conditions of the contract that daily attendance shall be made in the Register maintained by the Junior Engineer in charge of the work. It is further submitted that the attendance is only meant for marking day to day work executed either by contractor's labour or by contractor himself.

It is submitted that the persons given the work orders on contract basis for supply of sweepers for a specific period on specified amount for execution of work are not covered under the Industrial Employment Standing Orders Act.

It is categorically denied that as per the Model Standing Order Act under the Industrial Employment (Standing Orders) Act, 1946 the workman became permanent workman after completion of 90 days of service. It is further denied that the workman has been performing his work continuously without any break from the date of his employment w.e.f. 10-06-1988 till date and completed more than 10 years of service but the management with a view to exploiting the workman treated as work order which is not permissible under the Vth Schedule of ID Act, 1947 being unfair labour practice. In reply to this para it is submitted that the claimant herein was given contracts from time to time on work order basis to supply sweeper on certain terms and conditions on specified amount and the claimant/contractor herein, who executed the terms/conditions of contract of the work order either through his workman or by himself, does not become a permanent workman after completion of 90 days. There is no provision in the relevant Rules of the management which provides that the work order contractors shall be employed after 90 days. The submissions made in the preliminary objections as well as in the foregoing paras of the present reply on merits may be read as part and parcel of reply to the corresponding para of the claim which are not repeated here for the same of brevity.

It is categorically denied that under Item No.7 of the Third Schedule under Section 7 A of the ID Act, 1947, the workman herein has a right to be classified by grades. In reply to this para, it is submitted that the submissions made in the preliminary objections as well as in the foregoing

paras of the present reply on merits may be read as part and parcel of reply to the corresponding para of the claim which are not repeated here for the sake of brevity.

It is submitted that the judgment cited by the workman in the corresponding para of the claim under reply is not applicable in the present case. The answering management craves leave of this Hon'ble Tribunal to place on record the relevant judgments in its favour at appropriate stage of the proceedings. So far as the sanction of the Director General Works, CPWD No. 38/2/87-EC.X, dated 30-9-1992 is concerned, it is submitted that the creation of various posts was confined to daily rated muster roll workers of the answering management only and the contractors who execute the work on the basis of work order/contract as per the terms and conditions of contract, cannot claim anything whatsoever except those as stipulated in the contract itself.

It is categorically denied that the answering management camouflagedly with a view to deny the status and privilege of permanent workman, the services of the workman herein were not regularized which is unfair labour practice as envisaged in Item No.10 of Vth Schedule under Section 2 (ra) of the ID Act, 1947. In reply to this para, it is submitted that the submissions made in the preliminary objections as well as in the foregoing paras of the present reply on merits may be read as part and parcel of reply to the corresponding para of the claim which are not repeated for the sake of brevity.

It is submitted that grades and scales cannot be given to contractors executing the work on work order/contract. It is submitted that the submissions made in the preliminary objections as well as in the foregoing paras of the present reply on merits may be read as part and parcel of reply to the corresponding para of the claim which are not repeated here for the sake of brevity.

It is categorically denied that the action of the answering management in not regularizing the service of Shri Shumbhari as Sewerman w.e.f. 16-06-1988 is unfair, illegal and unjustified. It is respectfully submitted that the workman herein is a contractor on work order/contract to execute the work of supplying sweeper as per the terms and conditions of the contract. The workman herein is simply a contractor as mentioned above and he cannot be treated as a workman by any stretch of imagination and he is not covered by any rules of the answering management for employment and/or regularization. Therefore, the answering management was right and justified in not regularizing the workman as seweraman. It is respectfully submitted that the allegations of the workman in the corresponding para of the claim under reply are totally false, frivolous, misconceived, baseless, contrary to records as the workman has no legitimate ground of grievance.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written

statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

From perusal of the pleadings of the parties the following issues arise for determination :

1. Whether the workman is an independent contractor ?
2. Whether there is master and servant relationship between the management and the workman ?
3. Whether the workman is entitled for regularization w.e.f. 16-6-1988 ?
4. Whether the workman is entitled to equal pay for equal work?
5. Relief if any ?

Issue Nos. 1 & 2

It was submitted from the side of the workman that the management witness has admitted that the workman Shri Shumbhari was initially engaged on 16-6-1988 and he has been performing his duties continuously on work order basis till now. The relevant portion of the admission of the management witness is reproduced as hereunder:

"It is correct that Shri Shumbhari is also doing the work of cleaning of WC and opening of drainage pipes of sewer etc. in our office establishment maintained by CPWD. It is correct that Shri Shumbhari has been performing the above duty himself."

"It is correct that the work diaries were maintained by the Junior Engineer and accordingly Shri Shumbhari has been performing his duties. It is also correct that the JE concerned has been supervising the work of Shri Shumbhari and other workers on hand receipt and work charge staff employed on time scale as regular basis. It is correct that in my division more than 100 staffs including JE, AE, Hd. Clerk, Cashier, UDC, LDC, Work charge, muster roll including work orders are performing their duties under my control. It is correct that the work related to my division is to maintain the building of the Central Government Offices. It is wrong to suggest that I am deposing falsely."

The management witness has categorically admitted that the workman worked from 16-8-1988 till date under the supervision and control of the management. So the workman is not an independent contractor.

It has been held in 1997 AIR SCW Page 430 that the industrial adjudicator should decide whether there is valid contract or it is a mere ruse/camouflage and if it is found that the contractor is only a name lender the management should be directed to regularize the workmen. In JT 2003 (1) SC 465—the Hon'ble Supreme Court has held that industrial adjudication is appropriate remedy for the alleged

contract workers. In (2000) 1 SCC 126—the Hon'ble Supreme Court has held that there are multiple pragmatic approach/factors which should be considered in deciding employer and employee relationship. According to the criteria there should be control and integration. The management has doubtless control over the alleged contractor's men as they work in the establishment of the management. They are integrated to the service of the management. There are no terms and conditions of the contract so there is master and servant relationship. The creation of contract labour is only sham and camouflage and the employer cannot be relieved of his liabilities. According to this judgment of the Hon'ble Supreme Court at least 23 workmen are the employees of the management. There is employer and employee relationship.

In JT 1999 (2) SC 435—the Hon'ble Supreme Court has held that if the work is of perennial nature or of sufficient duration, contract workers shall be considered to be the direct employees of the management and they are entitled to be absorbed permanently as employees of the management. The work in the instant case, no doubt, is of perennial nature as the workmen have been continuously working since 1993. It is for sufficient duration. The management is doing violent injustice to the workman. He has been deprived of the facilities and emoluments of regular employees since 1988. In Pollock Law of Torts a servant and an independent contractor has been defined as under :—

The distinction between a servant and a independent contractor has been the subject-matter of a large volume of case-law from which the text-book writers on torts have attempted to lay down some general tests. For example, in Pollock's Low of Torts, (Pages 62 & 63 of Pollock on Torts, 15th Edn.) the distinction has thus been brought out :

"A master is one who not only prescribes to the workman the end of his work, but directs or at any moment may direct the means also, or, as it has been put, retains the power of controlling the work, a servant is a person subject to the command of his master as to the manner in which he shall do his work..... An independent contractor is one who undertakes to produce a given result but so that in the actual execution of the work is not under the order or control of the person for whom he does it, and may use his own discretion in things not specified beforehand"

In Salmond's Treatise on the Law of Torts the distinction between a servant and independent contractor has been indicated as under :—

"What then, is the test of this distinction between a servant and an independent contractor? The test is the existence of a right of control over the agent in respect of the manner in which his work is to be done. A servant is an agent who works under the supervision and direction of his employer; an independent contractor is one who is his own master. A servant is a person engaged to obey his employer's orders from time to time; an independent contractor

is a person engaged to do certain work, but to exercise his own discretion as to the mode and time of doing it—he is bound by his contract, but not by his employer's orders."

The management has retained the power of controlling the work so the workman is the employee of the respondent/management.

The test regarding independent contractor and intermediaries have been laid down in Hussainabhai, Calicut V. The Alath Factory Thezhilali Union Kozhikode [AIR 1978 SC 1410 (3 Judges)] "the true test may, with brevity, be indicated once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom the workers have immediate or direct relationship as contract is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor. Myriad devices, half hidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the like may be resorted to when labour legislation casts welfare obligations on the real employer, based on Articles 38, 39, 42, 43 and 43-A of the Constitution. The Court must be astute to avoid the mischief and achieve the purpose of the law and not be misled by the maya of legal appearances."

This case law has been affirmed by the Constitution Bench Judgment in Steel Authority of India. In case the security job chokes off, the workmen would be laid off. Such contract is prohibited; it is not a contract for a given result.

My attention was drawn to another Constitution Bench Judgment—Steel Authority of India. It has been held as under :—

"Where a workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workmen. But where a workman is hired in or in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workmen for any work of the establishment, a question may arise whether the contract is a mere camouflage as in Hussainabhai Calicut's case (supra) and in Indian Petrochemicals Corporation's case (supra) etc.; if the answer is in the affirmative, the workmen will be in fact an employee of the principal

employer, but if the answer is in the negative, the workmen will be a contract labourer."

In the instant case the workman has not been hired in connection with the work of a contractor but he has been hired by the contractor for the work of the respondents. So in the instant case there is contract of service between the principal employer and the workman.

The Constitution Bench Judgement of Steel Authority of India is squarely applicable in the instant case. In JT 2001 (7) SC 268 it has been held that "121(5) On issuance of prohibition notification under section 10(1) of the CLRA Act prohibiting employment of Contract Labour or otherwise, in an industrial dispute brought IOC before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned."

It has been held in this case that whether there is prohibition of contract labour or otherwise the industrial adjudicator will have to consider the question and in case the contract appears ruse and camouflage to evade compliance with various beneficial legislations the so-called contract labour will have to be treated as the employee of the principal employer and he shall be directed to regularize the services of the contract workers.

Engagement of contract workers for perennial and regular nature of job is prohibited. Sewerman is a perennial nature of job. The work of sewerman is of existing, continuous and perennial in nature for such work contract workers cannot be employed.

According to well reorganization definition of contract it is an agreement for a given result. The result should be visible. Contract labourers can be engaged for the work of contractor only and not for the work of any establishment. In the present case the work is of the establishment and not of the contractor. The term supply of labour by a contractor is against human dignity. No one can be a supplier of human labour to any establishment. It is the duty of State to give employment to citizen and not of the contractors. Contractors cannot supply labour to any establishment.

The Tribunal has to examine relationship between the management and the workmen. It is to be examined whether there exists master and servant relation or not. It has been held in 1999 Lab IC 825 that the Tribunal can give

findings that contract between the Company and its contractors is sham and bogus. The finding will not obviously abolish the contract labour system so the matter referred to here is regarding the factual findings whether contract is sham and bogus.

It was submitted from the side of the workman that the CLRA 37 of 1970 is a act to further social welfare and general interest of the community. The contract labour is to be abolished whenever the contract is found sham and not genuine. In the instant case the contractor is only name giver. The workman are under the control and supervision of the management. There is no proof that money is paid to the contractor and the contractor pays to the workman. The management makes payment of wages Versus workmen directly.

It has been held by the Hon'ble Supreme Court in AIR 1986 SC 1-Workman ARI Ltd. to the ARI Ltd., Bhaw Nagar that the Tribunal has jurisdiction to examine the reality behind the facade of paper arrangement of contract labour system so according to the judgement of the Apex Court the Tribunal can examine the genuineness or otherwise of the contract labour. I find no force in the arguments of the management.

It was further submitted that the management is an instrumentality of the Central Government. They are charged with the duties of discharging their functions in a fair and just manner. They are expected to act justly and fairly and not arbitrarily or capriciously. The management has not been acting fairly impartially and reasonably. Article 39(d) of the Constitution directs the management to give employment to its citizen.

The Hon'ble Supreme Court in AIR 2001 SC 3527 has held that the industrial adjudicator will have to consider the question whether the contract has been interposed either on the ground of having undertaken to produce any given result for the establishment or supply of contract labour for work of the establishment under the genuine contract or whether it is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefits thereunder. If the contract is not genuine the alleged contract labour should be treated as the employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. In the instant case it is proven fact that the workman works under the control and supervision of the management. He cannot himself be a contractor.

It has been held in AIR 1953 SC 404 that if a master employs a servant and authorize him to employ a number of persons to do a particular job and to guarantee their fidelity and efficiency for cash consideration, the employees thus appointed by the servant will be equally with the employer servant of the masters. In the instant case there is no servant to employ a number of persons. The workman himself works for the management.

It become quite obvious from the decision of the Hon'ble Supreme Court cited above that the contract workman cannot be appointed for perennial and regular nature of work in breach of Section 10(1) of the Contract Labour (Regulation & Abolition) Act, 1970. It also becomes obvious that the workman is not a contractor man. He was engaged by the management and has worked for 19 years on work order basis. He has become an employee of the management by operation of law. Contract is sham and ruse. He has become an employee of the management. There is master and servant relationship between the workman and the management. The workman is not an independent contractor. These issues are decided accordingly.

Issue No. 3

It was submitted that the workman is not a regular workman. It is preogative of the Government to create and abolish posts. It is not disputed that the workman has been working continuously from 16-6-1988 till date. He has worked for 19 years as casual labour but he has not been conferred the status of a regular employee.

My attention was drawn to the Constitution Bench Judgment in *Scale* (2006) 4 *Scale*. It has been held in this case as under :—

"A. Public employment in a sovereign socialist secular democratic republic has to be as set down by the Constitution and the laws made thereunder. Our constitutional scheme envisages employment by the Government and its instrumentalities on the basis of a procedure established in that behalf. Equality of opportunity is the hallmark and the Constitution has provided also for affirmative action to ensure that unequals are not treated equals. Thus, any public employment has to be in terms of the Constitutional scheme.

B. A sovereign Government, considering the economic situation in the country and the work to be got done, is not precluded from making temporary appointments or engaging workers on daily wages. Going by a law newly enacted, the National Rural Employment Guarantee Act, 2005, the object is to give employment to at least one member of a family for hundred days in a year, on paying wages as fixed under that Act. But, a regular process of recruitment or appointment has to be resorted to, when regular vacancies in posts, at a particular point of time, are to be filled up and the filling up of those vacancies cannot be done in a haphazard manner or based on patronage or other considerations. Regular appointment must be the rule.

It was submitted from the side of the management that the workman is contractor and this Tribunal has no jurisdiction to regularize the workman. Only the Central Government can abolish contract labour and direct for regularization of the contractor's men. There

is no merit in the argument of the management. The Hon'ble Supreme Court in a *Catena* of cases has decided that it is the duty of industrial adjudicator to examine and give findings whether contract labour a sham and a mere camouflage to evade the responsibility of the management.

My attention was drawn to *Uma Devi* 2006 SCC (L&S) 753. The Hon'ble Supreme Court in this case has held that the Courts/Tribunals in their sympathy for the handful ad hoc/casual employees before it cannot ignore the claims for equal opportunity for the teeming millions of the country who are also seeking employment. In such case, the Courts/Tribunals should adhere to the Constitutional norms and should not water down constitutional requirement in any way.

It has been held in 2006 SCC (L&S) 753. One aspect needs to be clarified. There may be cases where irregular appointment (not illegal appointments) as explained in *S.V. Narayanappa, R.N. Nanjundappa and B.N. Nagarajan* and referred to in para 15 above of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without the intervention of orders of the courts or of tribunals".

It has been held in (1992) 4 SCC 118. "Regularization—Ad hoc/Temporary Govt. employees—Principles laid down—Those eligible and qualified and continuing in service satisfactorily for long period have a right to be considered for regularization—Long continuance in service gives rise to a presumption about need for a regular post—But mere continuance for one year or so does not in every case raise such a presumption—Govt. should consider feasibility of regularization having regard to the particular circumstances with a positive approach and an empathy for the concerned person."

"Labour Law—Regularization—Work charged/casual/daily wage workers—In case of long continuance in service presumption for regular need of service would arise obliging authority concerned to consider with a positive mind feasibility of regularization—Statutory/public corporations should also follow suit."

It was submitted from the side of the management that a Court or a Tribunal has no power to direct regularization of services of ad hoc employees. It can at the most direct the management to frame a scheme for regularization of services of the employees and consider such ad hoc employees in accordance with the scheme after considering vacancies, qualifications, seniority among similarly placed employees and past record including attendance etc.

It has been held in 2006 (4) *Scale* that in case a workman has worked continuously for 10 years, his case for feasibility of regularization may be considered by the

respective Government. This workman has worked for 19 years. The Government should have considered the case of regularization of the present workman. It has not been done so.

It is imperative on a state in view of Article 39 (d) of the Constitution of India to give employment to its citizens. There is no constitutional scheme under which a regular employee can be kept on daily wage basis or on adhoc basis or on work order basis for the entire tenure of his service. This workman has worked for 19 years, still his services have not been regularised after 19 years of long experience. He has gained skill for the work which he is discharging.

It has been held by the Hon'ble Apex Court that qualification etc. should be considered at the initial stage of engagement. This workman has been discharging his duties continuously to the satisfaction of the management and he should have been regularized in 1998 in view of the Constitution Bench Judgment of 2006 (4) Scale. The management has not done so. The workman deserves regularization after 10 years of his initial service. He was engaged on 16-06-1988, so he was entitled for regularization or absorption on 16-06-1998 in view of the judgment of the Constitution Bench.

It is held that the workman is entitled to regularization w.e.f. 16-06-1998 after 10 years of satisfactory service and he is also entitled to get revised scale of 01-01-1996 @ 3200-4500 from 16-06-1998. This issue is decided accordingly.

Issue No. 4.

It was submitted from the side of the workman that in view of Surinder Singh's case the workman is entitled to "equal pay for equal work" from the date of his initial engagement.

It is submitted from the side of the management that undisputedly there is no parity between the regular employees and the claimants. Regular employees were appointed after following prescribed procedure which *inter alia* requires proper circulation of the post, calling of applications and interview by the duly constituted selection committee. But no such procedure was followed, in respect of claimant. Further admittedly claimant has been working where there are regular employees. Even otherwise there is inherent distinction between the nature of work and the responsibility of employees working on regular basis and adhoc basis. Thus principle of equal pay for equal work has no applicability to facts and circumstances of the present case.

He has been engaged on work order basis. He is not a regular employee. It has been held in (2003) 6 SCC 123 that all the daily wagers are not entitled to "equal pay for equal work". It is not easy to apply this principle invariably in every case. It has been held in this case as under :—

The principle of "equal pay for equal work" is not always easy to apply. There are inherent difficulties

in comparing and evaluating the work done by different persons in different organizations, or even in the same organization. It is a concept which requires for its applicability complete and wholesale identity between a group of employees claiming identical pay scales and the other group of employees who have already earned such pay scales. The problem about equal pay cannot always be translated into a mathematical formula.

It has been further held in (2003) 1 SCC 250 that —

"Equal pay for equal work—Applicability of the principle of, held, depends not only on the nature or volume of work but also on the qualitative difference in reliability and responsibilities as well—Even in case of same functions, responsibilities do make a real and substantial difference—It is for the claimant of parity to substantiate a clear-cut basis of equivalence and a resultant hostile discrimination—In absence of requisite substantiating material, High Court erred in granting the NMR workers/daily-wagers/casual workers parity in pay with the regularly employed staff merely on presumption of equality of the nature of work—However, such workers, held, entitled to payment of prescribed minimum wages".

In view of these two decisions of the Hon'ble Apex Court the principle of "equal pay for equal work" cannot be applied to him for payment from initial date of his engagement. This issue is decided accordingly.

Issue No. 5.

The workman has worked continuously and to the satisfaction of the management from 16-06-1988 till date. His work is being supervised and controlled by the JE as has been admitted by MW1. His case of regularization should have been considered 10 years ago. The management has not done so. The workman is entitled to regularization after 10 years of initial engagement i.e. from 16-06-1998 and he is also entitled to get time scale revised pay @ 3200—4500 from 16-06-1988.

The reference is replied thus :—

The action of the Executive Engineer, CPWD, "U" Division, New Delhi in not regularizing the services of Shri Sumbhari as Sewerman w.e.f. 16-06-1988 is neither fair nor legal nor justified. The workman is entitled to regularization w.e.f. 16-06-1998. He is also entitled to pay scale of Rs. 3200-4500 time scale pay from 16-06-1998. The management is directed to consider the case of regularization of Shri Sumbhari and pay him the entire back wages taking him to be regularized in the pay scale of Rs. 3200—4500 w.e.f. 16-06-1998.

Award is given accordingly.

Date: 06-12-2006.

R. N. RAI, Presiding Officer

नई दिल्ली, 11 दिसम्बर, 2006

का.आ. 34.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गैरिसन् इंजीनियर (पी), एम.ई.एस. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 24/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-12-2006 को प्राप्त हुआ था।

[सं. एल-14012/40/2001-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 11th December, 2006

S.O. 34.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2003) of the Central Government Industrial Tribunal-cum-Labour Court, No.-II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Garrison Engineer (P), MES and their workman, which was received by the Central Government on 11-12-2006.

[No.L-14012/40/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II,
NEW DELHI

Presiding Officer : R.N. RAI.

I. D. No. 24/2003

IN THE MATTER OF :

Shri Balwant Singh,
S/o. Shri Dhani Ram,
R/o. V & PO : Kharawar,
Rohtak - 124 001.

Versus

The Garrison Engineers (P),
MES, Raiwala, Dehradun,
Uttanchal-248001.

AWARD

The Ministry of Labour by its letter No. L-14012/40/2001-IR (DU) Central Government dt. 21-2-2003 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Garrison Engineer (P), MES Raiwala, Dehradun in terminating the services of Shri Balwant Singh w.e.f. 16-11-1983 is legal and justified? If not, to what relief the workman is entitled.”

The workman applicant has filed statement of claim. In the statement of claim it has been stated that the workman was appointed through Employment Exchange, Dehradun vide Garrison Engineer (P) MES Raiwala, Distt. Dehradun vide their letter No.1005/3362/E1A dated 20-10-1982, as a Lineman on the basis of daily wages w.e.f. 31-1-1983 and had not given any chance of any complaint during the course of his employment. The work and conduct of the workman was quite satisfactory from the initial date of his appointment.

That the management terminated the services of the workman on dated 16-11-1983 verbally and without assigning any reason or reasonable cause, even though the service records of the workman was always remained spotless.

That the workman was appointed against a regular post and the workman has completed more than 240 days of his physical service with the management. Therefore, the workman is entitled to be heard before giving any sort of punishment to him. Such type of termination also amounts to unfair labour practices. Therefore, the act of the management is absolutely illegal, unwarranted, unconstitutional, malafide, arbitrary against the provision of law and also against the principles of natural justice.

That at the time of termination no notice was given to the workman by the management, no chargesheet was issued to the workman and no inquiry was conducted by the management and no notice was sent to the Government on the prescribed form and no retrenchment compensation was paid to the workman at the time of termination of service of the workman. Therefore, the management has contravened Section 25 F of the ID Act, 1947 and the mandatory provisions of Chapter 5-A of the ID Act, 1947 was also not complied with.

That some junior persons are also still working with the management on the same post. In this way the management has contravened Section 25 G and Section 25 H of the ID Act, 1947. This also shows the malafide intention of the management and also discriminatory in nature.

That the workman previously sent many representations to the management authority requesting them for his reinstatement but no response was received from the management authority even so far. Photocopies of the said representations are attached.

That the workman has already requested the management many a times regarding his illegal termination but they did not pay any heed to the request of the workman even so far.

The management has filed written statement. In the written statement it has been stated that GE (P) MES Raiwala is not in existence to which the notice is issued. This is illegal in the first instance. All the relevant documents were distructed by GE (P) Raiwala during the period.

It is submitted that the workman has himself accepted that he was appointed on daily basis *vide* GE (P) MES Raiwala letter No.1005/3362/E1A dated 20-11-1982. On the daily basis the workman had served as under :—

- | | |
|----------------------------|----------|
| 1. 21-3-1983 to 26-3-1983 | —6 days |
| 2. 20-4-1983 to 30-4-1983 | —11 days |
| 3. 9-8-1983 to 13-8-1983 | —5 days |
| 4. 16-8-1983 to 17-8-1983 | —2 days |
| 5. 17-9-1983 to 15-11-1983 | —60 days |

Total	=84 days
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It is submitted that it is clearly mentioned in GE (P) MES Raiwala letter that the post of Lineman was temporary and his services can be terminated without any notice at any time. It is further submitted that he has served 84 days only.

It is submitted that none of the representation from workman has been received by the management. Therefore, the termination of service as per GE (P) MES Raiwala letter was in order.

In view of the facts and circumstances explained in the above paras the question of giving regular appointment to the workman at this belated stage does not arise and the application dated 28-5-2003 may please be dismissed as the application has no merit.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

It transpires from perusal of the order sheet that the workman has not been cross-examined by the management on his affidavit filed in evidence. The management counsel wanted to argue the case on the merit.

Heard argument and perused the papers on the record.

It was submitted from the side of the workman applicant that he was appointed on 31-1-1983 on daily wage basis and his services were verbally terminated on 16-11-1983. He has worked for 240 days with the management as Lineman. No retrenchment compensation was paid to him. There was no compliance of Section 25 H and 25 G.

It is settled law that the workman has to prove his working of 240 days on the basis of documentary evidence. Only on his assertion in his affidavit it cannot be held that the workman has worked for 240 days. The workman has filed Ex.WW1/1. This appointment letter mentions temporary appointment of 75 days only. WW1/4 is regarding payment. The workman has been made payment for 224 days. He has not been made any payment for 240 days. He has not filed any paper to prove that he has worked for 240 days.

It was submitted from the side of the management that records pertaining to engagement of daily wagers are destroyed within two years. Records could not be traced, so no records have been filed.

It transpires from perusal of the documents that the workman worked on three occasions for a limited period of 224 days in all. He was given engagement from 31-03-1983 to 17-3-1983 for 75 days, 20-4-1983 to 24-7-1983 for 89 days, 17-9-1983 to 15-11-1983 for 60 days. He has worked in all for 224 days. He has not filed any other document to show that he has completed 240 days service.

The workman has filed photocopies of payment. In case photocopies are believed the workman has worked for 224 days. He has not worked for 240 days. The burden is on the workman to establish clinchingly that he has worked for 240 days and in that case only Section 25 F of the ID Act, 1947 will be attracted.

It was submitted from the side of the workman that the Hon'ble Delhi High Court has sent the reference so delay shall be deemed to be condoned. There is nothing in the order of the Hon'ble High Court that delay shall be condoned. The Hon'ble High Court has simply asked the Government to send reference to the appropriate forum. So there is no merit in this argument.

My attention was drawn to Ajaib Singh's case, 1999 (6) SCC 82. It was argued that the management has not taken the plea of delay in that case, so the Hon'ble Supreme Court did not consider the point of delay as it was not disputed by the management. In the instant case the management has disputed delay so 1999 (6) SCC is not applicable in the facts and circumstances of the present case.

It was further submitted that the documents are in possession of the management and adverse inference should be drawn for concealing the documents by the management in view of 2003 (3) RSJ 291 Punjab and Haryana (DB). In the instant case the management has filed documents to prove the facts that recruitment records are destroyed within 10 years. The workman has filed this case in 2003 whereas his services were terminated verbally in November, 1983.

The case law cited by the workman is not applicable in the facts and circumstances of the present case.

It was submitted from the side of the management that there is no explanation of delay. Not to speak of plausible or satisfactory explanation. There is no explanation at all what prevented the workman to approach this forum after a long time of 19 years. It is settled law that stale claim made after an inordinate and unexplained period could not be entertained.

My attention was drawn to 2005 (5) SCC page 91 paras 12 and 13. The Hon'ble Apex Court has held that long delay impedes the maintenance of the records and

more so when there is a case of 240 days working in a given year, preceding the termination. Belated claim should not be considered.

It has been held in (2001) 6 SCC 222 as under :—

“Law does not prescribe any time limit for the appropriate government to exercise its powers under Section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after a lapse of about seven years of the order dismissing the respondent from service.”

In the instant case reference has been made after a delay of long 18 years. Limitation Act is not applicable in ID cases but stale cases should not be considered. Delay in the instant case is inordinate and relief can be rejected on the ground of delay alone. The workman has not filed documents to prove that he has worked for 240 days. The law cited by the workman is not applicable in the facts and circumstances of the present case.

The reference is replied thus :—

The action of the management of Garrison Engineer (P), MES Raiwala, Dehradun in terminating the services of Shri Balwan Singh w.e.f. 16-11-1983 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date: 05-12-2006. R. N. RAI, Presiding Officer

नई दिल्ली, 11 दिसम्बर, 2006

का.आ. 35.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 60/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/186/2001-आई आर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 11th December, 2006

S.O. 35.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2001) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Post and their workman, which was received by the Central Government on 11-12-2006.

[No. L-40012/186/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER : R. N. RAI.

I.D. No. 60/2001

IN THE MATTER OF :

Shri Balwan Singh,
S/o. Shri Siri Chand,
Pana - Pachosia, V & PO : Mandauthi,
Distt : Jhajjar (Haryana).

Versus

The Post Master,
Bahadurgarh,
Distt: Jhajjar (Haryana).

AWARD

The Ministry of Labour by its letter No.L-40012/186/2001-IR (DU) Central Government dtd. 09-10-2001 has referred the following point for adjudication.

The point runs as hereunder :

“Whether the action of the management of Department of Post, Bahadurgarh in terminating the services of Shri Balwan Singh w.e.f 25-9-1999 is just and legal ? If not, to what relief the workman is entitled to.”

The workman applicant has filed statement of claim. In the statement of claim it has been stated that he was appointed as E.D. on 1st February, 1998 on a fixed salary of Rs.1900/- per month.

That during the course of his employment his work was found satisfactory and he went on working till 27th September, 1999. That on 27th September, 1999 his services were illegally terminated without assigning any reason. No notice or charge sheet was ever issued to him.

That the statutory clause of 25 F and 25 N were not adhered to. That as per the rules the E.D. Agent Shyam Sunder must have joined the duty after 90 days and I must have been relieved.

That I was assured by the management that I was being kept at regular employee after 90 days. That I have worked for more than 240 days.

The M.P. High Court has very clearly ordered in the case of Govt. of Nehru Degree College Sabalgarh, Distt. Morena Vs. Ashok Kumar Verma and others 1994 (LLR 857 M.P. High Court).

“Termination of the respondent computed 240 days of continuous service in the calendar year, without complying with the provision of 25 F, Labour Court's order quashed—ordered to be reinstated with back wages.”

Similarly in the case of Kerala Private Motor and Mechanical Workers Federation Vs. State of Kerala 1993 (LLR 364—Kerala H.C.). It is stated that :

"Every person employed in establishment is a workman as defined U/s 2 (s) whether he is temporary, permanent, probationer and the question of 240 days is relevant to claim benefits accrued on basis of continuous service as defined U/s 25 B."

Similarly Bombay High Court says in the case of Tata Consultancy Vs. Valsah K. Nair and others (1997 II) CLR 1099 (Bombay High Court):

"Even though an employee initially appointed temporarily for two months but having worked for about one year will amount to continuous service."

That the applicant here has worked regularly and continuously from 6th February, 1998 to 27th September, 1999. It is more than a year or 240 days.

The management has filed written statement. In the written statement it has been stated that the department of posts and EDAs have to provide substitute for the period of their leave under Rule 5 of P & T (EDAs) (Conduct and Service Rules 1964). Shri Sunder Sham who was EDR Kanonda met an accident on 5-2-1998, applied for leave and produced Shri Balwan Singh, S/o Shri Siri Chand as substitute for the period of his leave who was approved by the competent authority. He remained on leave up to 15-1-1999 and after ward he absented him from duty and verbally informed that he will submit the leave application in the prescribed proforma but after a long wait when he gave no application providing Shri Balwan Singh as a substitute the said Shri Balwan Singh was not allowed to continue and the arrangement was made by extending the duty of EDBPM and a proposal of mursering the post of EDR Kanonda incumbent of which is absent from duty is under consideration in the department. Shri Balwan Singh was not extra departmental agent of the Department of Posts. He was substitute provided by Shri Sunder Sham extra departmental agent.

The applicant was not appointed. But he was proposed as substitute by Shri Sunder Sham, EDR from 05-02-1998. The applicant was paid O/S EDR allowance.

The applicant has worked as outsider substitute till 25th September, 1999 instead of 27th September, 1999. The applicant was neither appointed nor selected by the competent authority under the existing rules. There is no provision of Notice or Charge sheet issued to proposed substitute in EDAs (Service and Conduct) Rules, 1964.

There is no provision in the departmental rules to regular the substitute in service as ED Agent.

Hon'ble Supreme Court of India in the Judgment of Himanshu Kumar Vidyarthi and others Vs. State of Bihar and Ors. decided on 26-3-1997 (SCP(c) No.7957 of 1996 and reported as S.C. (SLJ) No. 1972 (2) pages 24 and 25 Annexure

D has ordered that every Department of Government cannot be treated to be Industry where the appointment are regulated by the Statutory Rules, the concept of Industry to that extent stands excluded.

The Ld. Court has no jurisdiction to this case as the case is to be dealt with under Central Administrative Tribunal. Photocopy of Chapter - III of the CAT Act, 1985 is enclosed herewith as Annexure C/I to C/6.

In the department of Post appointments are regulated by the statutory rules so the department of post is not covered under the concept of Industry and Industrial Dispute Act is not applicable in the case, hence the case is not within the jurisdiction of the Hon'ble Court so it is prayed that the present case is not maintainable in the Hon'ble High Court and may kindly be dismissed, please.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he has worked continuously from 1-2-1998 on fixed salary of Rs.1900 per month up to 24-9-1999. His services were terminated w.e.f. 25-9-1999. He has worked for 240 days. He has not been given any notice or pay in lieu of notice under Section 25F of the ID Act, 1947. He is not employed in any establishment, so he is entitled to reinstatement with full back wages.

It was submitted from the side of the management that in view of the Conduct and Service Rules, 1964 the EDA has to provide substitute for the period of his leave under rule 5 of the said Act. Shri Sunder Sham who was EDA Kanonda met an accident on 5-2-1998, applied for leave and produced Shri Balwan Singh, S/o Shri Siri Chand as substitute for the period of his leave which was approved by the competent authority. He remained on leave up to 15-1-1999 and after wards he absented him from duty and verbally informed that he will submit leave application in the prescribed proforma but after a long wait when he gave no application. Shri Balwan Singh worked as a substitute. He was not allowed to continue and the arrangement was made by extending the duty of EDBPM and a proposal of mursering the post of EDA Kanonda incumbent of which is absent from duty is under consideration in the department. Shri Balwan Singh was not extra departmental agent Department of Posts. He was substitute provided by Shri Sunder Sham extra departmental agent.

It was further submitted that the EDA, Shri Sunder Sham could be sanctioned leave for 180 days in view of

Conduct and Service Rules, 1964 and he orally informed that he would sent leave application in the prescribed proforma along with medical certificate. So the management awaited and extended the services of the workman as substitute. When it was found that EDA, Shri Sunder Sham will not turn, the service of Shri Balwan Singh was terminated as substitute was no longer required.

It was further submitted that initially the workman was engaged as substitute. The workman has admitted in his cross examination that he was given engagement as a substitute on the place of Shri Sunder Sham. Shri Sunder Sham brought him to the Post Office and prior to proceeding to leave requested the management to take him as substitute. So the engagement given to the workman was of a substitute.

It is true that he has worked for 240 days beyond leave period of Shri Sunder Sham but the management was bound in view of request of Shri Sunder Sham to wait for his application for further leave. When the management found that Shri Sunder Sham would not join, the services of the workman were terminated as he cannot be retained as a substitute. The workman worked as a substitute for the period beyond the leave period of Shri Sunder Shyam. He was continued hoping that Shri Sunder Shyam, EDA will apply for further leave. In the instant case the workman has worked only as a substitute of Shri Sunder Shyam.

Shri Sunder Sham was sanctioned leave from 5-2-1998 up to 15-1-1999 so this period cannot be counted for the working days of the workman. He worked from 16-1-1999 to 25-9-1999 for 249 days as a substitute only. The management waited for application of the EDA Shri Sunder Sham. Shri Sunder Sham could remain on leave for 180 days so the work of the workman for 180 days is as a substitute of Shri Sunder Sham. From the date of initial engagement till his tenure he has worked as substitute of Shri Sunder Sham. He has not been given any fresh engagement as daily wager or *ad hoc* employee. So he shall be deemed to be a substitute for the entire period of his service as he worked on the place of EDA Shri Sunder Sham. The workman has not completed 240 days work.

It was further submitted from the side of the management that the applicant is not a workman in view of the decision of the Hon'ble Apex Court. It has been held in JT 1996 (2) SC 457 that:

"India is a sovereign socialist, secular democratic republic has to establish an egalitarian social order under rule of law. The welfare measures partake the character of sovereign functions and the traditional duty to maintain law and order is no longer concept of the State. Directive principles of State Policy enjoin on the State diverse duties under Part IV of the Constitution and the performance of the duties is

constitutional function. One of the duty of the State is to provide telecommunication service to the general public and an amenity, and so it is the essential part of the sovereign functions of the State as a welfare State. It is not, therefore, an industry."

In view of the above decision of the Hon'ble Apex Court the applicant is not a workman. So his case cannot be considered in this aspect of the matter as well. No other law whether postal department is an Industry or not has been cited by the workman. So Postal Department is not an Industry and the applicant is not a workman in view of section 2(s) of the ID Act, 1947. He is not entitled to get any relief as he has not completed 240 days as daily wager or *ad hoc* appointee. He has worked all along as a substitute. Section 25 F of the ID Act, 1947 is not attracted in his case. He is not entitled to get any relief as prayed for.

The reference is replied thus:

The action of the management of Department of Posts Bahadurgarh in terminating the services of Shri Balwan Singh w.e.f. 25-09-1999 is just and legal. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date: 05-12-2006.

R.N. RAI, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 36.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 202/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2006 को प्राप्त हुआ था।

[सं. एल-22012/215/2002-आई आर (सी एम- II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 36.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 202/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of the Sub Area Manager, M/s. Singh & Sons, and their workman, received by the Central Government on 8-12-2006.

[No.L-22012/215/2002-IR (CM-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI A.N. YADAV PRESIDING
OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR**
Case No. 202/2003 Date 30-11-2006

Petitioner : Shrikrishan Meshram,
Though Adiwasi Mazdoor Koyla Khadan
Sanghatana, Murpar Project (WCL),
P.O. Khadsangi, Tah. Chimur,
Distt. Chandrapur (M.S.)

Versus

Respondent : The Sub Area Manager,
Murpar Project of (Umrer Area) of WCL,
Post Khadsangi, Tah. Chimur,
Distt. Chandrapur (M.S.)

AWARD

1. The Central Government after satisfying the existence of disputes between Shrikrishan Meshram, Though Adiwasi Mazdoor Koyla Khadan Sanghatana, Murpar Project (WCL), P.O. Khadsangi, Tah. Chimur, Distt. Chandrapur (M.S.), Party No. 1 and The Sub Area Manager, Murpar Project of (Umrer Area) of WCL, Post Khadsangi, Tah. Chimur, Distt. Chandrapur (M.S.) Party No. 2 referred the same for adjudication to this Tribunal *vide* its Letter No. L-22012/215/2002-IR (CM-II) Dt. 5-8-2003 under clause (d) of sub-sections (1) and (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following Schedule.

2. "Whether the demand of the Adiwasi Mazdoor Koyla Khadan Sanghatana, for regularization of the workmen (as per the list enclosed) from the management in relation to Murpar Project of WCL is legal and justified? If so, to what relief they are entitled?"

3. The above dispute came for hearing before the Tribunal on 21-11-2006. Nobody was present on the day when it comes for hearing and both the parties were absent. The perusal of record indicates that the notices were issued of these disputes on 2-6-2005 and despite of the notices nobody appeared till 21-11-2006. Even the statement of claim is not filed and it is pending for filing the statement of claim only. This indicates that the parties particularly a petitioner is not interested in prosecuting the case. I do not think that any purpose will be served by keeping it pending for final the statement of claim only. Hence the dispute is disposed of for default of the petitioner. Its stands dismissed and it is answered in the negative that the petitioner is not entitled to the relief as per schedule.

4. Hence, it is dismissed for the default of the petitioner for not filing of the Statement of Claim. Thus the Award.

Dated: 30-11-2006 A.N. YADAV, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 37.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार लेडी हार्डिंग मेडिकल कॉलेज एवं श्रीमति एस. के. हॉस्पिटल के प्रबंधन के

संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 3/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/66/2004-आई आर(सी एम-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 37.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, New Delhi as shown in the Annexure in the industrial dispute between the management of the Lady Hardinge Medical College and Shrimati S.K. Hospital and their workman, received by the Central Government on 08-12-2006.

[No.L-42012/66/2004-IR (CM-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, NEW DELHI**

Shri Sant Singh Bal, Presiding Officer

I.D. No. 3/2005

IN THE MATTER OF DISPUTE BETWEEN:

Shri Om Parkash son of Shri Ramji Das Rawal,
726, Gali Dorwali,
6 Tutu, Paharganj,
New Delhi.

.....Workman

Versus

Lady Hardinge Medical College and
Shrimati S. K. Hospital, New Delhi.

....Management

Present : None

AWARD

The Central Government in the Ministry of Labour *vide* its Order No.L-42012/66/2004-IR (CM-II) dated 20-12-2004 has referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of Lady Hardinge Medical College and Smt. S.K. Hospital, New Delhi in terminating/discontinuing Services of Shri Om Prakash w.e.f. 15-2-2001 is legal and justified? If not, to what relief the workman is entitled?"

2. Brief facts of the case as culled from record are that the workman was employed through employment exchange with the management respondent since February, 1989 and he worked hard, honestly, diligently and to the entire satisfaction of the Management and unblemished record of service. He has been regular in reporting and joining the office and has been in continuous service for a period of 273 days from February 1988 to December, 1989 and again for a period of 242 days from February, 1990 to November, 1990 and thus he has been in continuous

service as envisaged by the I.D. Act, 1947 but management with mala fide intention and ulterior motives did not maintain the attendance register as required under the provisions of I.D. Act. He was never issued any appointment letter, Identity Card and other benefits which are availed of by other co-workers of the same status. He was drawing salary and allowances as per declaration of appropriate authority but the management failed to provide facilities to the workman like Minimum wages as provided to Delhi Administration and D.A., Earned wages, Overtime Allowance, Leave Wages, Festival Leaves, Casual Leaves, Weekly Off, Salary slip, E.S.I.P.F. and Annual increment etc. Minimum Wages Act and the workman being aggrieved by such illegal acts of the management raised demand for providing such facilities as provided to the other co-employees of the management. The management being annoyed by the workman for raising such legal demands arbitrarily, illegally and without any legitimate reasons and without any written notice terminated the services of the workman on 15-2-2001 without any show-cause notice and/or without conducting domestic enquiry as well as without complying the provisions of Section 25-F of the I.D. Act. The action of the management terminating the services of the workman is not only illegal, unjustified and contrary to the provisions of Natural Justice, but also arbitrary, which has rendered the workman jobless and being the sole bread earner of the family is brought to the verge of starvation. Workman approached the management to reinstate him. However, management kept on sleeping over the matter and the workman was forced to move the Labour Commissioner, Delhi. Workman is unemployed since date of termination despite his efforts. He is entitled to be regularized and reinstated with full back wages and continuity of service. As such he seeks reinstatement with full back wages and regularization of his employment.

3. The claim was contested by the respondent filing written statement raising preliminary objections that he has not exhausted the available channels. The present dispute is squarely covered by the judgment passed by the Hon'ble Supreme Court of India reported in AIR 1970 SC, page 1407 titled S.J. Hospital Vs. K. L. Sethi. The respondent is not an industry within the definition of Section 2(j) of the I.D. Act as the claimant is employee of Central Government and is governed by C. C. S. Rules and the claim is liable to be dismissed.

4. On merits it is stated that the workman performed duty on daily wages basis from January 1990 till November, 1990 as detailed in para 1 of the written statement on merits and it is stated that he has worked with breaks and not continuously and is not covered by the provisions of I. D. Act. His nature of job was not permanent in nature but on day to day basis. Rest of paras are also denied. Claim is sought to be dismissed as untenable.

5. Written statement was followed by rejoinder by the workman denying the contents of the written statement and reiterating those of the claim statement.

6. Perusal of the record shows that Brother of the workman appeared on 9-1-2006 on behalf of the workman

and thereafter none appeared on behalf of the workman on subsequent hearings i.e. 20-3-2006, 1-6-2006, 7-8-2006 and on 3-10-2006 when the case was adjourned with the directions that no further adjournment shall be granted to the workman for appearance and the case shall be proceeded in his absence and case was adjourned to 30-11-2006. Today also none appeared on behalf of the workman. It appears that the workman is not interested in the prosecution of this case giving rise to the presumption that he does not dispute the action of the management of terminating/discontinuing services of the workman. Hence No Dispute Award is accordingly passed. File be consigned to record room.

Dated : 30-11-2006

S. S. BAL, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 38.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण आसनसोल के पंचाट (संदर्भ संख्या 49/1993) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2006 को प्राप्त हुआ था।

[सं. एल-22012/286/1993-आई आर(सी- II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 38.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 49/1993) of the Central Government the Industrial Dispute between the employers in relation to the management Central Government Industrial Tribunal, Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the management of the ECL and their workman, which was received by the Central Government on 8-12-2006.

[No. L-22012/286/1993-IR (C-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT:

Sri Md. Sarfaraz Khan, Presiding Officer

Reference No. 49 of 1993

PARTIES:

Agent, Kumardihi 'B' Colliery of ECL, Ukhra, Burdwan

Versus

Working President, Colliery Mazdoor Union, Ukhra, Burdwan.

REPRESENTATIVES:

For the Management : Sri P. K. Das,
Advocate.

For the Union (Workman) : Sri M. Mukherjee,
Advocate.

INDUSTRY: COAL STATE: West Bengal

Dated 31-10-2006

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its Letter No. L-22012/286/93-IR(C-II), dated 16-12-93 has been pleased to refer the following dispute for adjudication by this Tribunal :

SCHEDULE

"Whether the action of the management of Kumardihi 'B' Colliery under Bankola Area of M/s. E.C. Ltd. PO Ukhra, Distt. Burdwan in dismissing Sri Bhim Gope, UG Loader, Kumardihi 'B' Colliery, Bankola Area, M/s. E.C. Ltd., vide their letter No. Agent/KB/PD/90/Dis/1240 dated 26/27-7-90 is justified? If not, to what relief the workman is entitled to?"

After having received the Order No. L-22012/286/93-IR(C-II), dated 16-12-93 of the aforesaid reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference Case No. 49 of 1993 was registered on 23-12-93 and accordingly an order to that effect was passed to issue notices to the respective parties through the registered post directing them to appear in the court on the scheduled date and file their written statement along with the relevant documents and a list of witnesses in support of their claims. Pursuant to the said order notices through the registered post were issued to the parties concerned. Sri P. K. Das, Advocate appeared to represent the management and Sri M. Mukherjee, Advocate to represent the union and both the parties filed their written statement in support of their claims.

From perusal of the record it transpires that the case was fixed for final hearing but in the meantime the learned lawyer left taking any step on behalf of the union. It was submitted by him that he has got no instruction from the side of the workman concerned. It was also submitted that he has got no contact with the workman concerned since a long time so he is not in a position to say as to whether the workman is alive or not. It is clear from the record itself that the workman is not interested to pursue the case as he has lost the interest. The reference is of the year 1993. So, it is not advisable to keep the record pending any more as no useful purpose is to be served. As such it is hereby. Ordered that let a "No Dispute Award" be and the same is passed. Send the copies of the award to the Govt. of India, Ministry of Labour, New

Delhi for information and needful. The reference is accordingly disposed of.

Md. SARFARAZ KHAN, Presiding Officer
नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 39.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 42/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-12-2006 को प्राप्त हुआ था।

[सं. एल-22012/57/1996-आई आर(सी-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 39.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/1997) of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of the SECL and their workman, which was received by the Central Government on 08-12-2006.

[No. L-22012/57/1996-IR (C-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT/LC/R/42/97

Presiding Officer : SHRI C. M. SINGH

The Secretary,
Rashtriya Koyla Khadan Mazdoor Sangh (INTUC),
Branch Dipika Project,
Post : Gevra Project,
Distt. Korba (CG).

....Workman/Union

Versus

Sub Area Manager,
SECL, Dipika Project,
Gevra Project, Distt. Korba (CG)

....Management

AWARD

Passed on this 14th day of November, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/57/96-IR(C-II) dated 24-2-97 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the management of Dipika Project, Bilaspur of SECL in not promoting Shri Raja Ram Kshatri, Clerk Grade-II to the post of Clerk Gr. I w.e.f. 16-6-93 or 4-3-95 and in not paying him wages from June 94 to Aug. 94, Nov. 94 and Jan. 95 to Feb. 95 is just and legal? If not, what relief the workman is entitled to?"

2. After the reference order was received, it was duly registered on 3-3-97 and notices were issued to the parties

to file their respective statements of claim. Order sheet dated 27-7-06 of this reference proceedings reveals that in spite of sufficient service of notice on the workman/Union, no body put in appearance for them and therefore it was ordered that the case shall proceed ex parte against workman/Union. On the next date i.e. 9-11-06, when the case was called out, no body responded for the workman/Union and Shri A.K. Shashi, Advocate came present for the management. He submitted that he has not to file any statement of claim on behalf of management. He also requested that the case be closed for award. Therefore, the reference was closed for award.

3. It is clear from the above that both the parties to the reference are not interested in the Industrial Dispute referred to this tribunal. Under the above circumstances, this tribunal is left with no option but to pass no dispute award. No Dispute Award is passed without any order as to costs.

4. Copy of award be sent to the Government of India, Ministry of Labour as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 40.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 136/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2006 को प्राप्त हुआ था।

[सं. एल-22012/105/1996-आई आर(सी-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 40.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 136/1997) of the Central Government the Industrial Dispute between the employers in relation to the management of Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 8-12-2006.

[No.L-22012/105/1996-IR (C-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/136/97

Presiding Officer : SHRI C. M. SINGH

The President,
Rashtriya Koyla Khadan Mazdoor Sangh (INTUC),
Branch Dipika Project,
Post : Gevra Project,
Distt. Korba (CG).

....Workman/Union

Versus

The Sub Area Manager,
SECL, Dipika Project,
Post Gevra Project,
Distt. Bilaspur (CG).

..Management

Bench of Lok Adalat

- | | | |
|----|--|----------|
| 1. | Shri C. M. Singh,
Presiding Officer
CGIT-cum-Labour Court,
Jabalpur | Chairman |
| 2. | Shri Shailendra Pandey,
Advocate | Member |
| 3. | Shri Liyakat Ullah,
Advocate | Member |

AWARD

Passed on this 26th day of November, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/105/96-IR(C-II) dated 20-5-97 has referred the following dispute for adjudication by this tribunal :—

“Whether the denial of the management of SECL Dipika Project, Bilaspur to pay OT wages to Shri R. P. Kathoute, M.T.K. presently working as clerk Gr. III for performing duty on 17-9-95 (rest day) is legal and justified? If not, to what relief is the workman entitled?”

2. After the reference order was received, it was duly registered on 27-5-97 and notices were issued to the parties to file their respective statement of claim.

3. During the proceedings of this reference workman Shri R. P. Kathoute moved application for withdrawal of the reference on the ground that the matter has been decided between the parties and therefore he does not want to contest this reference.

4. Shri A. K. Shashi Advocate for management identified the signatures of witnesses Shri P. K. Dutta and Shri R. K. Sharma on this application and Shri G. N. Durga Prasad, Personal Manager of the management identified the signature of workman Shri R. P. Kathoute on this application. It is very clear from the above application that now no dispute is left between the parties and it shall be just and proper to pass no dispute award in this case. Consequently no dispute award is passed without any order as to costs.

5. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C.M. SINGH, Presiding Officer,

Chairman

SHAIENDRA PANDEY, Advocate,

Member

LIYAKATULLAH, Advocate,

Member

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 41.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 220/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2006 को प्राप्त हुआ था।

[सं. एल-22011/322/1996-आई.आर.(सी-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 41.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 220/1997) of the Central Government Industrial Dispute between the employers in relation to the management of Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 8-12-2006.

[No. L-22011/322/1996-IR (C-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM
LABOUR COURT, JABALPUR**

No. CGIT/LC/R/220/97

Presiding Officer : SHRI C. M. SINGH

The Vice President (C),
M.P. Koyla Shramik Sangh (CITU),
Branch Surkachar colliery,
PO Bankimongra,
Distt. Korba (C.G)

Workmen/Union

Versus

The Sub Area Manager,
SECL, Balgi Project,
PO Balgi Project,
Distt. Bilaspur (C.G)

Management

Bench of Lok Adalat

1. Shri C.M.Singh, Presiding Officer
CGIT Cum Labour Court,
Jabalpur
2. Shri Shailendra Pandey,
Advocate
3. Shri Liyakat Ullah,
Advocate

Chairman

Member

Member

AWARD

Passed on this 26th day of November, 2006

1. The Government of India, Ministry of Labour vide its Notification No.L-22011/322/96-IR(C-II) dated 24-7-97 has referred the following dispute for adjudication by this tribunal:

"Whether the action of the management of SECL, Balgi Project, Bilaspur in not promoting Shri Bali Ram and Sunil Singh, Electrical Fitters Cat-IV to the post of Electrical Fitter Cat. V w.e.f. 25-4-95 is legal and justified? If not, to what relief are the workmen entitled?"

2. After the reference order was received, it was duly registered on 8-8-97 and notices were issued to the parties to file their respective statements of claim. While the reference case was in progress, the management moved application to close the dispute as settled outside the court or tribunal and filed the settlement deed on Form "H". This deed was duly verified before me by the authorised counsels of the parties. The following are the terms of settlement deed :—

- i. It is agreed that Shri Sunil S/o Ramudar and Shri Baliram, S/o Santram shall be placed as Electrical Fitter, Cat. V w.e.f. 1-1-95 and thereafter in Cat. VI w.e.f. 6-3-1999.
- ii. It is agreed that no back wages or consequential benefit will be given to Shri Sunil S/o Ramudar and Shri Baliram, S/o Santram on placement as Electrical Fitter, Cat. V and Electrical Fitter, Cat. VI except pay fixation shall be done notionally till the date of implementation of the settlement.
- iii. It is agreed that both the above employees shall not compare their positions with other employees in future for supersession to the post of Asstt. Foreman in T & S Grade-C at any stage subsequently.
- iv. It is agreed that the case, which is pending at CGIT, Jabalpur under case No. LC/R/220/97 in this regard will stand withdrawn by virtue of this settlement.
- v. It is also agreed that this dispute is fully and finally resolved and the same will not be raised before any Forum/Court/Authority of Government machinery by the person concerned or through any Union in future.
- vi. It is agreed that copy of the settlement be sent to appropriate authority for registration under ID(C) Rules 1957 for close down the case.

I have gone through the terms of settlement. They are legal and proper, Under the circumstances, it shall be

just and proper to pass award in accordance with the terms of settlement without any order as to costs. The award is passed in terms of settlement without any order as to costs.

3. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer—Chairman
SHAILENDRA PANDEY, Advocate—Member
SHRI LIYAKAT ULLAH, Advocate—Member

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 42.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 207/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-12-2006 को प्राप्त हुआ था।

[सं. एल-22012/328/1996-आईआर (सी-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 42.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 207/1997) of the Central Government the Industrial Dispute between the employers in relation to the management Central Government Industrial Tribunal/Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 8-12-2006.

[No. L-22012/328/1996-IR (C-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, JABALPUR

No. CGIT/LC/R/207/97

Presiding Officer : SHRI C.M. SINGH

The General Secretary,
Koyla Mazdoor Sabha (UTUC),
Sohagpur Area,
Post Dhanpuri,
Distt. Shahdol (MP)

...Workman/Union

Versus

The Sub Area Manager,
Chachai Group of Mines,
Post Amlai Colliery,
Distt. Shahdol (MP)

....Management

AWARD

Passed on this 29th day of November, 2006

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/328/96-IR dated 11-7-97 has referred the following dispute for adjudication by this tribunal :

“Whether the action of the management of Chachai and Vivek Sub Area under Sohagpur area of SECL in dismissing Shri Puniram, Labour, T.No. 1870, Vivek Nagar incline from services w.e.f. 23-6-95 is legal and justified? If not, to what relief is the workman entitled and from which date?”

2. This reference proceeded *ex parte* against workman Shri Puniram/Union vide order dated 1-8-05 of this tribunal because in spite of sufficient service of notice on the workman Union by registered AD post, no one put in appearance on behalf of either workman or the Union.

3. The management filed their Written Statement. The case of management in brief is as follows. That workman Shri Puniram was initially appointed as loader w.e.f. 5-12-1971 at Burhar No. 3 Mine. Subsequently he was transferred from Burhar No. 3 Mines to Vivek Nagar incline w.e.f. 12-9-92. He was a habitual absentee. He remained absent from duty on several occasions for which he was issued warning letters, chargesheet etc. However, the workman did not show any improvement in his conduct. That the attendance particulars for the year 92 to 94 are given below :

Year	Attendance
1992	41
1993	108
1994	67

The workman remained absent from duty w.e.f. 3-7-93 without permission, intimation or sanctioned leave. For this, he was issued with a warning letter No. 1178 dated 12-7-93. He was again issued with another warning letter No. 1575 dated 31-3-94 for absents from duty for the period 13-3-94 to 30-3-94. The workman remained absent from duty w.e.f. 13-8-94 without intimation, permission or sanctioned leave. He was therefore issued with a chargesheet No. 2493 dated 3/4-10-94 for the aforesaid absenteeism. Pending Disciplinary action the workman was permitted to resume his duty vide order No. 2513 dated 7-4-94. The workman submitted reply dated 6-10-94 on the said chargesheet. As the reply was not found satisfactory, it was decided to conduct a departmental enquiry by appointing Shri M.K.Ghosh as Enquiry Officer.

The workman participated in the enquiry. He was granted opportunity to defend himself. After conclusion of enquiry, the Enquiry Officer submitted the enquiry report holding the workman guilty of charges. The competent authority after being satisfied that the enquiry has been conducted legally, properly following the principles of

natural justice agreeing with the findings of the Enquiry Officer, the Competent Authority issued a show cause notice No. 558 dated 28-3-95 (English) and No. 593 dated 3-4-95 (Hindi) to the workman. The workman did not submit any representation on the show cause notice. In view of the above facts and circumstances, the Competent Authority decided to remove the services of workman. Hence he was removed from service vide order No. 268 dated 23-6-95. If for any reason what-so-ever, the departmental enquiry is held to be illegal, the management reserves their right to prove the misconduct before the tribunal. In view of the above, it is submitted by the management that the action of the management in removing the workman from service is legal and proper to the gravity of misconduct proved against him.

4. As the reference case proceeded *ex parte* against the workman, there is no evidence of workman for proving his case.

5. The management in support of their case filed affidavit of Shri K.A.Sunder, the Dy. Personnel Manager in SECL, Sohagpur area.

6. I have heard Shri A.K.Shashi, Advocate the learned counsel for the management and I have very carefully gone through the entire evidence on record.

7. The case of the management is fully proved by the uncontroverted and unchallenged affidavit of management's witness Shri K.A.Sunder. Therefore the reference must be decided in favour of the management and against the workman. Having considered the facts and circumstances of the case, I am of the opinion that the parties be directed to bear their own costs of this reference.

8. In view of the above, the reference is decided in favour of the management and against the workman/Union holding that the action of the management of Chachai and Vivek Sub Area under Sohagpur area of SECL in dismissing Shri Puniram, Labour, T. No. 1870, Viveknagar incline from services w.e.f. 23-6-95 is legal and justified and consequently the workman is not entitled to any relief. The parties shall bear their own costs of this reference.

9. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 43.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 1/2006)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-12-2006 को प्राप्त हुआ था।

[सं. एल-22012/492/2004-आई आर (सीएम-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 43.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Amlohri Project of NCL and their workmen, which was received by the Central Government on 8-12-2006.

[No.L-22012/492/2004-IR (CM-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, JABALPUR

No. CGIT/LC/R/106

Presiding Officer: SHRI C.M. SINGH

The Secretary,
Rashtriya Koyla Mazdoor Sangh (INTUC),
Amlohri Project,
PO. Amlohri, Sidhi,
Madhya Pradesh

....Workman/Union

Versus

The Chief General Manager,
Amlohri Project of NCL,
PO Amlohri,
Distt. Sidhi,
Madhya Pradesh

.....Management

Bench of Lok Adalat

1. Shri C.M. Singh, Presiding Officer
CGIT-Cum-Labour Court,

Jabalpur

Chairman

2. Shri Shailendra Pandey,
Advocate

Member

3. Shri Liyakat Ullah,
Advocate

Member

AWARD

Passed on this 26th day of November, 2006.

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/492/2004-IR (CM-II) dated 23-12-05 has referred the following disputes for adjudication by this tribunal :—

"Whether the action of the management of Amlohri Project of NCL in imposing punishment upon Shri Amar Singh Bahadur, Senior Store Keeper (SLU) Grade A by degrading him to clerk Gr. III and subsequent deduction of salary is legal and justified? If not, to what relief he is entitled?"

2. After the reference order was received, it was duly registered on 2-1-06 and notices were issued to the parties to file their respective statement of claim.

3. During the pendency of this reference workman Shri Amar Singh Bahadur appeared in person and filed application with the prayer that a settlement has been arrived at between the parties and the award be passed accordingly. His counsel Shri Harbinder Singh, Advocate verified the settlement on behalf of the workman. The workman identified the signature of the other party i.e. General Manager on the settlement deed. The following are the terms of settlement:—

1. श्री अमर सिंह, स्टोर कीपर ग्रेड-1, निगाही परियोजना को फार्म-एच में समझौता होने की तिथि से वरीय स्टोर कीपर (एसएलयू) टी.एण्ड एस. ग्रेड-ए के पद पर पदस्थापित किया जायेगा और उसी दिन से टी. एण्ड एस. ग्रेड-ए (एन.सी. डब्ल्यू.ए. 7) के वेतनमान 7824-235-12054 में पुनर्निर्धारित किया जायेगा।

2. श्री अमर सिंह को वरीय स्टोर कीपर (एसएलयू) के पद पर पुनर्स्थापित किये जाते हुए, उनका उसी स्थिति (स्टेज) पर निर्धारित किया जायेगा जो अगर नीचे के ग्रेड के वेतनमान में, वरीय स्टोर कीपर (एसएलयू) के पद पर पदावनति के दिन मिल रहे मूल वेतन को सुरक्षित रखा जाता एवं तदनुसार नीचे के ग्रेड (ग्रेड-1) का वार्षिक वेतन वृद्धि पाने के बाद होता अर्थात् पदावनति के साथ उनका वेतन प्रोटेक्ट किये जाने की दशा में मिल रहा होता।

3. श्री अमर सिंह, स्टोर कीपर, निगाही परियोजना की वरीय स्टोरकीपर (एसएलयू) में पदस्थापना के पश्चात् उनकी वरीयता उनकी पदस्थापना की तिथि तक के वरीय स्टोर कीपर (एसएलयू) में सबसे नीचे रहेगी।

4. श्री अमर सिंह के इस प्रकरण के संबंध में यह अंतिम समझौता है। श्री अमर सिंह स्वयं या किसी श्रमिक संघ के माध्यम से किसी भी स्तर पर कोई विवाद नहीं उठावेंगे।

5. इस समझौते की एक प्रति पीठासीन अधिकारी, सीजीआईटी, जबलपुर के समक्ष नो-डिस्प्यूट अवार्ड पारित किये जाने हेतु प्रस्तुत किया जायेगा और नो-डिस्प्यूट अवार्ड पारित होने के बाद ही इस समझौते का क्रियान्वयन किया जायेगा।

I have very carefully gone through the terms of settlement. They are proper and legal. In view of the above, it shall be just and proper to pass award in terms of settlement. Consequently the award is passed in terms of settlement without any order as to costs. The terms of settlement shall form the part of this award.

4. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer—Chairman
SHAIENDRA PANDEY, Advocate—Member
LIYAKAT ULLAH, Advocate—Member

नई दिल्ली, 8 दिसम्बर, 2006

क्र.आ. 44.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 9/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-12-2006 को प्राप्त हुआ था।

[सं. एल-22012/58/2001-आई आर (सीएम-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 44.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Ghorawari Colliery of WCL, and their workmen, received by the Central Government on 8-12-2006.

[No. L-22012/58/2001-IR (CM-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/9/02

Presiding Officer: SHRI C.M. SINGH

The Chief General Secretary,
M.P. K.K. M. P. (HMS), PO Junnardeo,
Distt. Chhindwara (MP)
Chhindwara

....Workman/Union

Versus

The Manager,
Ghorawari Colliery of WCL,
PO Ghorawari,
Chhindwara

Management

Bench of Lok Adalat

1. Shri C. M. Singh, Presiding Officer
CGIT-Cum-Labour Court,
Jabalpur

Chairman

2. Shri Shailendra Pandey,
AdvocateMember
3. Shri Liyakat Ullah,
AdvocateMember

AWARD

Passed on this 26th day of November, 2006.

1. The Government of India, Ministry of Labour, vide its Notification No. L-22012/58/2001-IR (CM-II) dated 20-12-2001 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the Manager, Ghorawari Colliery of WCL, PO Ghorawari, Distt. Chhindwara in dismissing Shri Mansingh S/o Ghudan, Tub Loader from services w.e.f. 6-1-98 is legal and justified? If not, to what relief he is entitled to?"

2. After the reference order was received, it was duly registered on 3-1-2002 and notices were issued to the parties to file their respective statements of claim.

3. During the pendency of this reference management moved an application to pass award in terms of settlement in Lok Adalat.

4. Shri A.K. Shashi, Advocate, counsel for management identified the signatures of Shri Gulam Hussain, Personnel Manager of the management on the settlement deed and Shri Gulam Hussain the Personnel Manager identified the signature of Shri B. D. Acharya, Dy. PM and Shri A.P. Vishwakarma Personnel Manager on the aforesaid deed. Shri Gulam Hussain, Personnel Manager of the management also submitted that the settlement deed was signed by workman Shri Man Singh in his presence. The following are the terms of settlement of the settlement deed :—

- (i) That Shri Man Singh S/o Ghuran, Ex-Tub Loader, Ghorawari Colliery shall be reinstated as Tub Loader.
- (ii) That on his reinstatement, he will be posted in U/G Mines of Damua Colliery.
- (iii) That the period of idleness from the date of dismissal to the date of joining will be treated as "dies-non" i.e. no-work-no-pay and the worker will not be entitled for any wages and consequent benefits arising thereof.
- (iv) This agreement shall not be quoted as a precedence for resolving the dispute of similar nature.
- (v) This is full and final settlement in respect of the employee concerned. Neither workman concerned himself nor through any union shall raise any dispute in regard to this dispute at any level/forum or in court.
- (vi) This settlement will be filed before the CGIT Jabalpur with request for consent award.

I have gone through the terms of settlement. They are legal and proper. Therefore it shall be just and proper to pass award in accordance with the terms of settlement without any order as to costs. Consequently the award is passed in accordance with the terms of settlement without any order as to costs.

5. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer—Chairman
SHAIENDRA PANDEY, Advocate—Member
LIYAKAT ULLAH, Advocate—Member

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 45.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण असनसोल के पंचाट (संदर्भ संख्या 107/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2006 को प्राप्त हुआ था।

[सं. एल-22012/402/2004—आई आर (सीएम-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 45.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 107/2005) of the Central Govt. Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the Industrial Dispute between the management of M/s. Eastern Coalfields Limited, and their workmen, received by the Central Government on 8-12-2006.

[No. L-22012/402/2004-IR (CM-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT,
ASANSOL**

Present :

Sri Md. Sarfaraz Khan, Presiding Officer

REFERENCE NO. 107 OF 2005

PARTIES:

The Agent, J.K. Nagar Colliery of E.C.L.,
Bidhanbag, Burdwan

Versus

Sri S.K. Pandey,
General Secretary,
Koyala Mazdoor Congress,
Asansol, Burdwan.

REPRESENTATIVES:

For the Management : Sri P.K. Das,
Advocate.

For the Union (Workman): Sri S.K. Pandey,
General Secretary,
Koyala Mazdoor
Congress, Asansol,
Burdwan.

Industry : Coal

State : West Bengal.

Dated the 18-10-2006

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour *vide* its letter No. L-22012/402/2004-IR (CM-II), dated 26-08-2005 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management J.K. Nagar Colliery of M/s. Eastern Coalfields Limited in dismissing Sh. Ram Brichh Mahato, Roof Dresser from services w.e.f. 2-6-1993 is legal and justified? If not, to what relief the workman is entitled to and from which date?”

2. On after having received the Order No. L-22012/402/2004-IR(CM-II) dated 26-8-2005 of the reference mentioned above from the Govt. of India, Ministry of Labour, New Delhi, for adjudication of the dispute, a reference case No. 107 of 2005 was registered on 9-9-2005 and accordingly an order to that effect was passed to issue notices to the respective parties through the registered post directing them to appear in the court on the date fixed and file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices were issued to the parties concerned through the registered post. Shri S.K. Pandey, General Secretary of the union appeared on behalf of the workman concerned and Sri P.K. Das, Advocate appeared on behalf of the management along with a letter of authority duly issued by the competent authority.

3. On perusal of the record it transpires that Sri S.K. Pandey, General Secretary of the union has filed his written statement alongwith the Xerox copies of some relevant documents in support of his case. It is further clear from the order sheets of the record that Sri P.K. Das, Advocate

for the management has not filed his written statement in support of his case rather he has left taking any step on behalf of the management since the very next date i.e. 7-11-2005. Several adjournments were given to the management in between 7-11-2005 to 11-9-2006 to take suitable step but to no effect. The case was ultimately fixed for hearing in absence of the management as no body came to contest the case.

4. The case of the union in brief compass as set forth in its written statement is that Sri Ram Brichh Mahato, Shot Fire Mazdoor was permanent employee at J.K. Nagar Colliery under Satgram Area of M/s. Eastern Coalfields Limited.

5. The main case of the union is that the workman concerned was charge-sheeted *vide* Charge-Sheet No. ECL/JKN/AGIT/PER/93/496 dated 8-2-1993 by the management for his alleged unauthorized absence from duty w.e.f. 17-11-1992 to 8-2-1993. The union has claimed that the delinquent workman was sick and was under treatment at Sub-Divisional Hospital, Asansol and after being declared fit he reported to the management for resumption of his duty but he was not allowed to resume his duty. The workman concerned had replied to the charge-sheet and appeared before the enquiry officer where he had submitted his sick certificates etc. for the perusal of the enquiry officer but the report was submitted by the officer against the delinquent workman and the workman was dismissed from the services of the company *vide* its dismissal Order No. SAT/GM/PER(C)/93/876 (P) dated 31-5-1993/2-6-1993 by the General Manager, Satgram Area.

6. It is also the case of the union that the workman and the union tried their level best to pursue the management for his reinstatement but no decision was taken and the issue was kept pending for years together. The workman is sitting idle without any job from the date of his dismissal and his entire family is on the verge of starvation. The dismissal order of the delinquent workman is claimed to be illegal and unjustified and accordingly a relief for reinstatement in service alongwith the payment of full back wages and other consequential has been sought.

7. Xerox copies of the charge-sheet, Medical Certificate, enquiry proceeding with its report, dismissal order, copy of the appeal made by the workman and copy of the letter of the Dy. CPM of Satgram Area endorsing a note-sheet for reinstatement of the workman have been filed by the union in support of its claim.

8. From perusal of the copy of the charge-sheet it appears that the workman concerned was charge-sheeted for committing misconduct under Clause No. 17(1)n, 17(1)d and 17(1)l of the model standing order applicable to the establishment but the only charge of unauthorized absence w.e.f. 21-11-1992 to 27-3-1993 as per the enquiry report is said to have been established.

9. It is clear from the enquiry proceeding and its report that the workman concerned had received the charge-sheet and had participated to the enquiry proceeding. He has admitted in his statement that he did not send any information to the management about his illness and was absent from his duties from 17-11-92 to 29-3-93 due to illness and during the said relevant period he was undergoing treatment of Infective Hepatitis with jaundice at S.D. Hospital, Asansol. Besides this enquiry officer has also mentioned in his finding that the workman concerned had produced a Xerox copy of the Medical Certificate granted by the Superintendent, Sub-Divisional Hospital, Asansol.

10. Having gone through the entire facts, circumstances, enquiry proceeding along with its report I find that the delinquent workman was admittedly absent from 17-11-92 to 29-3-93 i.e. about more than four months continuously without any prior permission and information to the management. But then it is admitted fact that it is a simple case of unauthorized absence from duty during the relevant period is duly explained and the reasons of absence supported with medical certificate have been found to be sufficient and relevant. As such the absence from duty can't be said to be deliberate and with malafide intention rather it was under the compelling circumstances beyond the control of the workman concerned.

11. It was submitted by the union that a simple case of unauthorized absence for four months, duly explained and supported by the medical certificate under the compelling circumstance can't be said to be a gross misconduct. The attention of the court was also drawn towards the provision of the Model Standing Order where the extreme punishment prescribed is dismissal as per the gravity of the misconduct and it was claimed that the extreme penalty can not be imposed upon the workman in such a minor case of alleged misconduct of an unauthorized absence. I find much force on the submission and argument of the union.

12. Admittedly the delinquent workman is an illiterate man of Scheduled Caste member and the weaker section of the society. He is no doubt financially weak and poor who has suffered a lot for about more than ten years and he had never been gainfully employed anywhere during the period after his dismissal. It has been several time clearly observed by the different Hon'ble High Courts and the Apex Court as well that before imposing a punishment of dismissal it is necessary for the disciplinary authority to consider the socio-economic background of the workman, his family background, length of service put in by the employee his past record and other surrounding circumstances including the nature of the misconduct and, lastly the compelling circumstance to commit the misconduct. These are the relevant factors which must have to be kept in mind by the authority at the time of

imposing the punishment which has not been done by the management in this case.

13. The union has filed the Xerox copy of the letter of the Dy. CPM of Satgram Area enclosing a note-sheet No SAT/PER/Dismissal/93 dated 21-12-93 endorsed to the General Manager (Pers.), ECL, Sanctoria dated 30th December, 1993. It is specifically mentioned in the note-sheet that "on perusal and subsequent conclusion it is found that Sri Ram Brichh Mahto absented from his duties from 17-11-92 to 29-3-93 i.e. 4 months 12 days since he was suffering from infective hepatitis with jaundice and the certificate issued by the Superintendent, Sub-Divisional Hospital, Asansol can be accepted because Sub-Divisional Hospital, Asansol is a State Govt. Hospital. Accordingly it was suggested that the case may please be forwarded to the G.M. (P) ECL, Sanctoria for his kind perusal and favourable consideration for reinstatement of Sri Mahto. But unfortunately the said suggestion was out right turned down without any sufficient and reasonable ground. It has been observed by the Apex Court that justice must be tempered with mercy and that the delinquent workman should be given an opportunity to reform himself and to be loyal and disciplinary employee of the management.

14. However, I am of the considered view that the punishment of dismissal for an unauthorized absence for four months under the compelling circumstance and without any malafide intention is not just and proper rather it is too harsh a punishment which totally disproportionate to the alleged misconduct. Such a simple case should have been dealt with leniently by the management. As such the impugned order of dismissal of the concerned workman is hereby set aside and he is directed to be reinstated with the continuity of the service and all the consequential benefits. I think it appropriate that the delinquent workman be imposed a punishment of strict warning not to repeat the same misconduct in future. It is further directed that the workman will be entitled to get only 50% of the back wages which will serve the ends of justice. Accordingly it is hereby

ORDERED

hat let an "Award" be and the same is passed in favour of the workman concerned. Send the copies of the award to the Ministry of Labour, Govt. of India, New Delhi for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 46.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध

में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनसोल के पंचाट (संदर्भ संख्या 13/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-12-2006 को प्राप्त हुआ था।

[सं. एल-22012/96/2003-आईआर (सीएम-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th December, 2006

S.O. 46.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2004) of the Central Government Industrial Tribunal cum-Labour Court Asansol as shown in the Annexure in the Industrial Dispute between the management of Ningha Group of Mines of M/s. Eastern Coalfields Ltd., and their workman which was received by the Central Government on 8-12-2006.

[No. L-22012/96/2003-IR (CM-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT:

Presiding Officer : SRI MD. SARFARAZ KHAN

Reference No. 13 of 2004

PARTIES:

The Agent,
Ningha Group of Mines of ECL,
Ningha, Burdwan

Vrs.

The Secretary,
Colliery Mazdoor Union (INTUC),
Asansol, Burdwan.

REPRESENTATIVES:

For the Management	: Sri P.K. Das, Advocate
For the Union (Workman)	: None
Industry	: Coal
State	: West Bengal

Dated 31-10-2006

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the

Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No.L-22012/96/2003-IR(CM-II) dated 03-02-2004 has been pleased to refer the following dispute for adjudication by this tribunal :

SCHEDULE

“Whether the action of the Management of Ningha Colliery in reducing the basic and deducting wages in respect of Bikash Choudhury, Mihir Mukherjee and Nandlal Thakur, Clerks is legal and justified? If not, to what relief the workmen concerned are entitled to?”

On having received the Order No. L-22012/96/2003-IR (CM-II), dated 03-02-2004 of the aforesaid reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference Case No. 13 of 2004 was registered on 16-02-04 and accordingly an order to that effect was passed to issue notices to the respective parties through the registered post directing them to appear in the court on the date so fixed and to file their written statement along with the relevant documents and a list of witnesses in support of their claims. Accordingly notices by the registered post were sent to the parties concerned. Sri P.K. Das, Advocate appeared in the court to represent the management. A letter of authority duly issued by the competent authority in his favour was also filed.

From perusal of the record it transpires that notices through the registered post with A/D letter were issued on 31-05-04 which was duly served on both the parties. It is further clear from the receipt of the A/D that the notice was received by the Secretary of the union on 3-6-04 and in token endorsed his signature on the A/D with date. This is the clear cut proof of the facts that the registered notice was properly and legally served upon the parties and the union got the knowledge about the appearance in the court on the date so fixed in order to pursue the dispute. It is further clear from the record that number of dates and adjournments were given for the appearance of the union in between 17-08-04 to 31-10-06 but to no effect. These all facts and circumstance go to show that the union in spite of best knowledge of the pendency of the dispute, does not want to proceed with the case further. As such it is not advisable to keep the record pending any more as no useful purpose is to be served. Accordingly it is hereby

ORDERED

that let a “No Dispute Award” be and the same is passed. Send the copies of the award to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2006

का.आ. 47.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रसियन एरोफ्लोट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-II के पंचाट (संदर्भ संख्या 157/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-12-2006 को प्राप्त हुआ था।

[सं. एल-11012/30/2004-आई आर(सी-I)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th December, 2006

S.O. 47.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 157/2004) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi-II, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Russian Aeroflot, and their workman, which was received by the Central Government on 11-12-2006.

[No. L-11012/30/2004-IR (C-I)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT - II, RAJENDRA BHA WAN,
GROUND FLOOR, RAJENDRA PLACE,
NEW DELHI**

Presiding Officer : R.N. RAI.

I.D. No.157/2004

IN THE MATTER OF:

Shri Rajesh Sharma,
S/o. Shri B.D. Sharma, R/o D-1/163,
Lajpat Nagar, New Delhi.

VERSUS

The General Manager,
M/s. Russian Aeroflot, Ground Floor,
Tolstoy House, 15-17, Tolstoy Marg,
New Delhi -110001.

AWARD

The Ministry of Labour by its letter No. L-11012/30/2004 - IR (C-I) Central Government dt. 6-10-2004 has referred the following points for adjudication.

The point runs as hereunder :

"Whether the action of M/s. Russian Aeroflot in terminating the services of Shri Rajesh Sharma,

Reservation Supervisor w.e.f. 31-12-2002 is just, proper and right? If not, to what relief the concerned workman is entitled to."

The workman applicant has filed statement of claim. In the statement of claim it has been stated that he is well qualified being B.A. (Hons.) with Diploma in Computer and suiting the terms and conditions of the management besides passing the requisite tests and formalities had been appointed by the management w.e.f. 1-2-1990 as Computer Programmer on a monthly salary of Rs. 2000 per month, vide letter of appointment dated 31-01-1990. It is needless to mention that besides issuance of letter of appointment dated 31-1-1990, the management had also executed a "service contract" with the workman incorporating therein the terms and conditions with which both the parties had been bound. One such condition incorporated in the service contracts between the parties was that the workman was to retire after attaining the age of 60 years.

That the workman exhibiting his best abilities to the management put up his best performances to his superior officers during the period he remained employed with the management and that is the reason why the workman was compensated with the annual increments and other perks and privileges. His last drawn salary was @ Rs.10705 per month and during his last tenure with the management he worked in the capacities of the reservations and computer works in the Reservation Department of the management. His employment was exclusively of a clerical nature and thus was covered within the definition of workman as defined in Industrial Dispute Act, 1947.

That the management being an Airline primarily engaged in transportation of passengers and cargo to various countries is covered within the definition of industry as per the definition of ID Act, 1970.

That the nature of sincerity of the workman could very well be imagined from the length of services which he has rendered with the management without giving any opportunity of complaint in any manner to any of the officials of the management. He has the credit of being the most efficient employee who takes the privilege in mentioning that at no occasions in the past he at all was called or questioned on any complaint or misconduct.

That even though the management being such a large organization was to run the system as per the mandates of law but the involvements of the management in various anti labour practices could very well be inferred from the fact that the employees used to be subjected to signing blank vouchers, papers and agreements under duress with the threats of termination in case anyone opted refusals thereto. The employees during their service tenure dared not to take bold steps of any kind of retaliations against such practices of the management and taking economic advantages thereof they continued getting papers signed from time to time as per their whims and fancies even though

they themselves had entered and executed service contracts not only with the workman under reference but every other employees right at their inceptions of employment.

That merely on whims and fancies the workman was served with the office order whereby the management of M/s. Russian Aeroflot terminated the services of the workman w.e.f. 31-12-2002. The said order seemed to be falling as a bolt on his head as he could never imagine that he at all could be subjected to such outright illegalities of termination office services and that to as a mere surprise. It looked as if the lawlessness had stepped in the administration of the management who believed only the practice of arbitrariness without a rule to be followed from their side.

That it seems that the management wanted to get rid of the workman at any cost overlooking the mandates and the provisions of ID Act and the principles of natural justice as against the service contract entered upon between the parties herein right at the very inception of the employment of the workman, how could one dare to pass such an order of termination and that too abruptly putting the workman to face the vagaries of nature. The workman became speechless and had hardly anything to say as he felt as if he is only a small fry in the system against the giant management who did as per their illegal desires.

That the workman mustered strength to face the hard core-realities and kept making representation one after the another to the management with the hope that good senses may prevail upon them and resorting a midway after softening their heart, they may offer re-employment with all consequential benefits of full back wages and continuity of service but the moment never came and the workman had to face the acute calamities of termination for no fault on his behalf. He was left with no options than to take the recourse of rule of law and thus with hopes and ambitions he initiated the conciliation proceeding before the RLC(C), Curzon Road, New Delhi - 110 001. Even on the best attempt of the Conciliation Officer the management continued to show their reluctance as a result thereof the conciliation proceedings ended up in failure leading to the present reference.

That as evident how could the management be permitted to formulate and practice a law unknown to the Indian Legislature and also the one against the principles of natural justice. The workman is all prepared to fight against such vandalism at the hands of the management so that any other employee may not fall victim in similar styled manner as has been done with the workman. The workman understands that taking such privilege of having a judicial battle with such large organization is not an easy affairs but none the less he has otherwise too no alternative. The facts as narrated above are self speaking to the effect that the workman requires justice by this Hon'ble Tribunal/Court by way of setting the wrongs and issuing appropriate

directions to the management to remain and practice within the bounds as the rules framed by Indian Legislature is also applicable to them. The management is to be reminded time and again that the law is not only to be confined within the statutory books but it is applicable to every citizens and organizations residing and working within the territorial jurisdiction of Indian Peninsula.

That to instill faith and confidence in the mind of the workman and similarly situated employees, besides creating cordial relations in the industrial sector congenial for balance growth of the economy, it is expedient in the interest of justice and equity that appropriate directions are issued to the management to recall the order of termination and reinstate the workman granting him full back wages and continuity of service as the termination of services of the workman is patently illegal, arbitrary and malafide besides being against the mandatory provisions of ID Act, 1947 and the settled provision and principles of natural justice.

That the order of termination has completely shattered that faith and confidence of the workman and it is the apt moment when this Hon'ble Tribunal/Court with appropriate directions create a feeling of complacency in the mind and heart of the workman so that he could work with honour and dignity in times to come.

That it is not the workman whose services has been terminated illegally by the management, but such illegal and arbitrary conduct has taken the bread and butter from the mouths of his dependents as well who were solely dependent on the salary of the workman. The workman has remained unemployed ever since 31.12.2002 and has not succeeded in fetching any alternative employment. His economic conditions have become deplorable because of the illegal termination of his services which has brought complete break down of his family for which the management and management alone is responsible.

That the workman seeks re-employment and waiting for heavenly help in the nature of appropriate directions from this Hon'ble Tribunal/Court by way of setting aside the order of termination and passing of appropriate direction of reinstatement of the workman with all the consequential benefits of full back wages and continuity of service.

The respondent/management has filed written statement. In the written statement it has been stated that the present alleged industrial dispute is not maintainable and liable to be rejected without any further proceedings for the reason that Shri Rajesh Sharma was appointed for fixed term and he was discharged from his duties on the expiry of the fixed period of contract of employment.

That the present alleged industrial dispute is not maintainable and liable to be rejected for the reason that Shri Rajesh Sharma is not a workman within the meaning and definition of Section 2 (s) of the ID Act, 1947.

That the present alleged industrial dispute is not maintainable before your goodself and is liable to be dismissed at once because an industrial dispute cannot be said to exist until unless a demand is made by Shri Rajesh Sharma on the management and it has been rejected by the management. In the present case, Shri Rajesh Sharma instead of following the settled procedure of law, mechanically submitted his statement of claim before the Ld. Conciliation Officer. Without raising any demand on the management prior to submitting his statement of claim before Conciliation Officer. Therefore, filing of statement of claim before the Ld. Conciliation Officer without first raising a demand and/or submitting a demand notice on the management is patently illegal based upon the settled law including that of the Hon'ble Supreme Court of India in the case of Sindhu Resettlement.

That the present alleged industrial dispute is not maintainable and liable to be rejected for the reason that Shri Rajesh Sharma is gainfully employed since the day he has been discharged from his duties as per the terms and conditions of employment contract.

It is submitted that as far as date of appointment, designation and rate of wages are concerned the same is matter of record and the management relies on their record. It is submitted that the said contract was for a period of one year and will automatically prolong till the management terminates it. That in accordance with the service contract if during the prolong period if an employee attain the age of 60 years, he is bound to be retired. That the service contract entered with all the employees become obsolete. In such circumstances, the management in the month of December, 2001 discussed with all the employees (including Shri Rajesh Sharma) of the establishment to change/alter/modify certain clauses of the service contract. It is submitted that after due discussion all the employees of the establishment including Shri Rajesh Sharma entered into a new service contract superseding the old service contract w.e.f. 1-1-2002 for a period of one year. That after the completion of contract period Shri Rajesh Sharma was discharged simpliciter from his services.

It is specifically denied that Shri Rajesh Sharma was ever granted any special or any additional increment due to his extra-ordinary performance. It is submitted that Shri Rajesh Sharma was an average employee and had received average increments. It is denied that Shri Rajesh Sharma's employment was exclusively of a clerical nature and thus was covered within the definition of workman as defined under section 2 (s) of the ID Act, 1947. In this context, it is submitted that Shri Rajesh Sharma was working as Reservation Supervisor and therefore, does not fall within the definition and meaning of workman under section 2 (s) of the ID Act, 1947

Shri Rajesh Sharma has to put strict proof of his averment and action in this corresponding. It is specifically

denied that Shri Rajesh Sharma has not given any opportunity to the management to complain against his work and conduct. Shri Rajesh Sharma has to put strict proof of his averment and assertion in this corresponding. It is submitted that the management is a law-abiding establishment and never indulged in any kind of unfair labour practice. It is submitted that Shri Rajesh Sharma entered into the services contract with the management along with other employees after due negotiation and of his own accord and free will.

It is submitted that the service contract dated 1-1-2002 comes to an end automatically on 31-12-2002 therefore, it cannot be said that the management has committed any illegality; Shri Rajesh Sharma has to put strict proof of his averment and assertion.

It is submitted that the provisions of the ID Act, 1947 are not applicable for the reason that Shri Rajesh Sharma is not a workman. It is submitted that the action of the management was just, proper and legal. It is submitted that the services of Shri Rajesh Sharma had not come to an end abruptly. It is submitted that while signing the service contract it was very much in the knowledge of Shri Rajesh Sharma that his services will come to an end automatically on 31-12-2002. Shri Rajesh Sharma has to put strict proof of his averment and assertion.

That the management reserves its right to submit additional reply, as and when required record will be produced before this Hon'ble Tribunal/Court. It is admitted that Shri Rajesh Sharma had submitted his statement of claim before the RLC(C) New Delhi. It is submitted that the conciliation proceedings resulted in failure due to non-cooperative and adamant attitude of Shri Rajesh Sharma. The management has acted in accordance with the established Indian Law.

It is submitted that the action of the management was just, proper and legal, therefore, no direction can be issued to the management to recall its order. Further Shri Rajesh Sharma is not entitled for any relief as claimed for the reason stated above in preliminary objections and reply on merits.

It is submitted that no direction can be issued to the management in view of submissions made above. It is submitted that Shri Rajesh Sharma has to put strict proof of his averment and assertion. It is submitted that the action of the management was just, proper and legal and in such circumstances, Shri Rajesh Sharma is not entitled for any relief as claimed. It is submitted that Shri Rajesh Sharma is not entitled for any relief as claimed.

In view of above, it is most respectfully prayed to this Hon'ble Tribunal/Court that the present reference may please be answered in favour of the management and against Shri Rajesh Sharma.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

From perusal of the pleadings of the parties the following issues arise for determination.

1. Whether the applicant is a workman u/s 2(s) of the ID Act, 1947 and this Tribunal has jurisdiction to decide this reference ?
2. Whether the contract of one year appointment entered into between the management and the workman is valid ?
3. Whether the workman is entitled to reinstatement and full back wages ?

Issue No. 1.

It was submitted from the side of the workman that the respondent appointed the workman after passing the requisite test and complying with the other formalities w.e.f. 01-02-1990 as Computer Programmer on monthly salary of Rs. 2000. Keeping in view the performance and skill of the workman, the workman was given annual increments and other perks and privileges. His last drawn salary was Rs. 10,750 per month. The workman performed the duties in the capacity of Reservation and Computer work in the Reservation Department of the management. His employment was exclusively of Clerical nature and thus was covered with the definition of workman as defined in the ID Act, 1947.

The workman has filed photocopy of his appointment letter dated 1-2-1990, W1/2. This letter has been admitted by the management. The workman has been given regular appointment from 1-2-1990 and his retirement age in his appointment letter has been mentioned as 60 years. So he is regular employee of the management. The management has issued certificate dated 7-3-2002 and this workman has been mentioned as a permanent employee of the Aeroflot, Russian Airlines since 1-2-1990. This proves that the workman has worked continuously for 12 years under the management as a regular employee. The services of the workman has been terminated by the management w.e.f. 31-12-2002 in accordance with the terms of employment dated 1-1-2002.

It was submitted from the side of the management that he was coerced by the management to sign one year contractual appointment on 1-1-2002. It was stated that the workman lacked bargaining capacity. He was constrained

to sign one year contractual appointment. This contractual appointment is not enforceable as it is void as opposed to public policy in view of section 23 of the Contract Act.

It was further submitted that in the one year contract of appointment, he has been given designation as Reservation Supervisor, whereas there were no employee subordinate to him to supervise. He discharged Clerical nature of work even during his period of contract.

It is the case of the management that the workman discharged duties in Supervisory and Managerial capacity. This plea has been taken by the management, so burden is on the management to prove this plea. The case of the workman is that his employment was exclusively of Clerical nature and he was not assigned any Administrative, Supervisory or Financial powers. The designation, Reservation Supervisor is a misnomer. There is no post of Reservation Supervisor. He was the single person to do all sort of work. The management witness has admitted that he was dealing with 8 Sales Agents. The Sales Agents are not the employees of the respondents. So it cannot be said that he watched the work of the employees of the management. The management has not filed any documentary evidence to prove the fact that the workman discharged his duties in Supervisory capacity. MW1 has specifically admitted in his cross examination that the assignments given to the workman under the work charge of Reservation Supervisor are as under:—

“to deal with passengers, to change their reservations, to give them confirm seats, if any penalty to charge the penalty from them, to deal with all 8 sales agents, planning and sales for the agents.”

MW1 has described the duty assigned to the workman. There were no duties of supervisory nature. He dealt with 8 sales agent. He was not supervisor even of the sales agents. He was dealing hands of the sales agents and he was incharge of dealing with passengers, change their reservation, confirmation and penalty. Such duties are not duties supervisory in nature.

It was further submitted from the side of the workman that no duty chart or roster has been filed by the management. The management has not filed any document of any post, subordinate to this workman. The management witness has categorically admitted.

“The workman was having leave sanctioning powers to his juniors. I am in knowledge that the workman had sanctioned leave to his junior. Our Office Attendant, Shri Chandran was sanctioned leave by the workman. I do not remember the month and year when the workman had sanctioned the leave to Shri Chandran. I have not seen with my eyes the said letter of sanction. If available, I can bring the same, if asked by the Court. Mr. Kunju Mon is another employee whom the workman has sanctioned leave.

I again do not remember the day, month and year when the said leave was sanctioned. I can trace the same later if required."

"I do not know whether the workman was endowed with any financial powers. The workman was dealing with 8 sales agents. He had the power of disciplinary action against them. I do not know whether the workman had ever taken any disciplinary actions against the said 8 sales agents. I am not in knowledge whether the workman had initiated any disciplinary actions against any office subordinate. The last duty which the workman performed was working as Reservation Supervisor."

The claimant has been all along discharging mainly clerical work while as Reservation Supervisor. He has not been even incidentally given supervisory nature of work. So he has not discharged even any incidental or accessory nature of managerial and supervisory function. He has all along been performing duties of clerical nature of job and he has been given real and substantial employment for that work only. He has not been assigned any work which partakes of the nature of managerial or supervisory function. The purpose of his employment was substantially clerical.

It was submitted from the side of the claimant that primary, basic and dominant nature of duties for which a person is employed disclose whether he is discharging managerial or supervisory work. The high sounding nomenclature of Staff Officer cannot make clerical work, work of a supervisory or managerial nature, if he has not been entrusted with the same.

The real tests for ascertaining the status and function of employee are the primary, basic or dominant nature of duties. The words managerial or supervisory have to be understood in their proper connotation and their mere use cannot be detracted from the truth. On considering the documents referred to above I find that he has not been even incidentally asked to perform the duties of managerial or supervisory nature.

MW1 has stated that the workman has the power to sanction leave and to deal with 8 Sales Agents. It has not been pointed out what disciplinary action the workman took as a Supervisor and what were his duty as a Supervisor. He was supervisor only at Reservation Counter. Dealing with Sales Agents cannot be said to be a supervisory work.

It has been said by the Hon'ble Delhi High Court in the case of Mrs. Bennett Colman that a supervisor may occupy a lower position in the organization chart of company wherein receding order may be CMD, MD, GMs, Dy. Manager, Managers, Administrative Officer and Supervisors etc.

It was submitted that he was a supervisor. He may be at the lower strata in hierarchy. The words supervisor always implies supervision work and supervision work means supervising the work of some other subordinate to the supervisor. The respondents have not shown any workman working under the supervision of this workman. They have given him high sounding designation of supervisor whereas his work was to supervise the Reservation Counter. He was also on the Reservation Counter, though he dealt with other 8 Sales Agents.

The management has mentioned leaves sanctioned to Shri Chandrama and disciplinary order passed. No document has been filed to show that the workman has ever sanctioned leave to any of the employees. No paper has been filed to show that the workman has taken disciplinary action against any subordinate employee. MW1 has stated that he sanctioned leave and he took disciplinary action but he has not even said date, month and the year of the action. Any action is taken on paper. There must be written order either sanctioned leave or taking any disciplinary action. The management should have filed those very documents in this Tribunal. No such documents have been filed. MW1 has given absolute false evidence. No document has been filed regarding any sanctioning of leave or regarding taking of any disciplinary action.

The workman was initially Computer Programmer and then he was given high nomenclature of Reservation Supervisor whereas he supervised the Reservation Counter only. His services are governed by his appointment of 1990. The contract of appointment for one year is illegal and inoperative. He has been given designation of Reservation Supervisor in one year agreement of appointment. This contract of appointment is illegal and void being opposed by public policy and lacking free consent of the workman.

In (1985) 3 SCC 371 it has been held that the nature of the work of a workman in to be ascertained from the dominant nature of duties performed by him and not by nomenclature. In view of this judgment of the Hon'ble Apex Court the claimant is a workman.

The workman has all along discharged duties of clerical nature. He is Computer Programmer and clerk and not a supervisor. This Court has jurisdiction to decide his case. There is only oral evidence of sanctioned leave but no such documents have been filed. So mere on the basis of oral evidence it cannot be said that leave has been sanctioned by this workman. The sanction letter is the only evidence and it cannot be replaced and relied upon by oral evidence. No document has been produced. There is no incident of any disciplinary actions of the workman. On perusal of the record it becomes obvious that the workman initially worked as a Computer Programmer and thereafter as Clerk.

The law cited by the management is not applicable in the facts and circumstances of the case. This issue is decided accordingly.

Issue No. 2:

It was submitted from the side of the management that the workman entered into a contract as per paper No. MW1/4. No date has been mentioned in this agreement. Signature of the workman has been obtained but this document does not contain any date.

It was submitted from the side of the workman that he was coerced to sign this contract. Even the terms and conditions and the date of the contract has not been mentioned either by the management or by the workman.

It was further submitted that the workman was given permanent appointment since 1-2-1990. Certificate has been issued by the GM on 7-3-2002. It becomes quite obvious that the workman was given regular appointment on 1-2-1990 and certificate was issued to him on 7-3-2002 that he is a permanent employee of the management since 1-2-1990. The respondents have issued him appointment letter on 31-1-1990. It has been mentioned in the appointment letter that he was appointed as Computer Programmer w.e.f. 1-2-1990 on a monthly salary Rs. 2000/- Thus, initially the workman was given regular appointment in February, 1990. WW1/2 is the service contract entered into between the management and Rajesh Sharma dated 1-2-1990. It has been mentioned in this service contract that the age of his retirement would be 60 years. He would be entitled to gratuity and PF also.

From the above it becomes quite clear that the management engaged the workman on 1-2-1990 as Computer programmer on the basis of regular selection. He was issued appointment letter. The appointment letter contains terms and conditions of his appointment. His age of superannuation has been mentioned as 60 years. The workman has worked till 2000 as Computer Programmer.

It was submitted that the management got contract of one year appointment signed by the workman under pressure and coercion. The workman was not in a bargaining position. So he signed the contract without his willingness and free consent. The employee appointed on a permanent basis will not willfully break his entire tenure of service and enter into contractual appointment of one year.

It was further submitted that such agreements lack free consent and such instruments are irreconcilable. The workman was constrained to sign this contract in view of his unemployment problem and economic condition. The respondents assured him that his services would be continued and the contract would not be given as an impediment of his service. In normal course no employee will enter into one year of employment after 10 or 12 year service. In that case he will forfeit his gratuity and other benefits arising out of such a contract. Such a contract is void in view of Section 23 of the Indian Contract Act and the management cannot terminate his services on the basis

of this contract. Such agreement amounts to unfair labour practice under the ID Act, 1947. A regular employee cannot be converted into a fixed term appointee. Contract of January, 2002 lacks free consent so it is not valid and it is not operative. The management cannot terminate the services of the workman on the basis of this contract. It is opposed to public policy.

Contract of one year appointment breaking a regular employee of 12 year is not a legal contract and it confers no power on the management to terminate the services of the workman. It is a nullity and void deed in the eye of law and in view of the public policy of the Indian Government.

It was submitted that the signature of the workman was obtained on blank paper and thereafter contract of one year agreement was prepared stealthily by the management. From the perusal of the agreement of January, 2002 it transpires that there is signature only on the end of the last page. There is no designation of the workman. There is no date given by the workman. It appears that the management has procured the signature of the workman on a blank paper. On 07-03-2002 a certificate has been issued that he is a permanent employee of the management.

It was submitted that the workman has been thrown out of employment on whims and fancies of the management and his sincere and honest representation has not been considered. It was a malafide effort on the part of the management to obtain unfair contract of one year appointment from the workman and to throw him out of employment. The one year contract of appointment is illegal and void. The termination order is illegal.

Issue No. 3:

It becomes quite obvious from the decisions of the Issue Nos. 1 & 2 that the services of the workman have been illegally terminated on contract of one year appointment. Such as illegal contract cannot be enforced and the management gets no right from a void contract.

It was submitted from the side of the management that the workman has not taken specific plea in his claim that he is out of employment and he sought employment at several places but he could not get the job. In prayer clause only he has sought re-employment with full back wages and all the consequential benefits.

It was submitted that MW1 has deposed that he has a telephonic discussion with the workman and the workman disclosed about his engagement with Hotel Mourya Sheraton. The phone call was made by the workman in the office of MW1. He has also deposed that he has no documentary evidence. This alleged conversation has not been refuted by the workman in cross examination of MW1. It has not been even suggested that telephonic discussion did not take place. It has also not been suggested that the workman did not disclose about his engagement with Hotel Mourya Sheraton.

In case there is such deposition by any witness it should be denied emphatically. There is no denial of the telephonic conversation with the workman and his engagement in Hotel Morya Sheraton. The management might not be in a position to obtain documents regarding engagement of the workman. The workman has not taken a definite plea that he was out of employment in his claim. So in the facts and circumstances of the case he is entitled to get 50% back wages and other consequential benefits. The workman is entitled to be reinstated along with 50% back wages and other consequential benefits and continuity of service.

The reference is replied thus:—

The action of M/s. Russian Aeroflot in terminating the services of Shri Rajesh Sharma, Reservation Supervisor w.e.f. 31-12-2002 is neither just nor proper nor right. The management is directed to reinstate the workman w.e.f. 31-12-2002 along with 50% back wages and other consequential benefits and continuity of service within one month from the date of the publication of the award.

Award is given accordingly.

Dated: 7-12-2006.

R.N. RAI, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2006

क्र.आ. 48.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी. डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 65/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/223/2001-आई आर (सीएम-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th December, 2006

S.O. 48.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 65/2002) of the Central Government Industrial Tribunal-cum-Labour Court II, New Delhi as shown in the Annexure in the Industrial Dispute between the management of CPWD, 'U' Division and their workman, which was received by the Central Government on 12-12-2006.

[No. L-42012/223/2001-IR (CM-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

Presiding Officer: R. N. RAI.

I.D. No. 65/2002

IN THE MATTER OF:—

Shri Ram Prasad & Shri Raja Ram, Ss./o. Sh. Bhagwan Deen
C/o. All India CPWD Employees Union, Lodi Colony,
New Delhi - 110003.

Versus

The Executive Engineer, CPWD "U" Division, CGO
Complex, New Delhi - 110003.

AWARD

The Ministry of Labour by its letter No. L-42012/223/2001-IR (CM-II) Central Government dt. 8-8-2002 has referred the following point for adjudication.

The point runs as hereunder:—

"Whether the action of the management in not regularizing the services of S/Shri Ram Prasad and Shri Raja Ram, as per the DOPT circular and continuing them on casual basis indefinitely is fair, just and reasonable? If not, to what benefit and relief the workers are entitled to."

The workman applicants have filed claim statement. In the claim statement they have stated that Shri Ram Prasad (Applicant No. 1) has been working as Fitter on casual basis (on work order) since 2-1-1989 at CGO Complex and presently under the Executive Engineer "U" Division, CPWD, New Delhi.

That Shri Raja Ram (Applicant No.2) has been working as Beldar on casual basis (on work order) since 1-9-1989 at CGO Complex and presently under the Executive Engineer "U" Division, CPWD, New Delhi.

That the applicants are covered under the definition of "workman" as defined under Section 2 (s) of the ID Act, 1947 (hereinafter stated as "The Act").

That the Executive Engineer "U" Division, CPWD, New Delhi is employer as per the definition u/s 2 (g) of "The Act".

That the CPWD is an Industry as defined under Section 2 (j) of the act. The applicants have been employed on the work of maintenance of the buildings at CGO Complex which is a work of permanent nature. The applicants have not been regularized so far, though they have been working on the job of permanent nature for the last more than 11 years, though the workers junior to the applicants have already been regularized.

That the act of the employer of keeping these workers un-regularized and thereby keeping them deprived from the status and a privilege of permanent workmen are exploratory, and is an act of unfair labour practice as

mentioned in the Vth Schedule of the Act. The act of committing unfair labour practice is prohibited under Section 25T of the ID Act, 1947 and is punishable as per the provision of the Section 25 U of the ID Act, 1947.

That the efforts made by the applicants and the union remained fruitless as such the matter was raised before the Regional Labour Commissioner (C) and due to the unreasonable attitude of the employer resulted in the failure of conciliation proceedings.

That the stand taken by the employer in not treating the applicants as workmen is totally baseless and aimed at hoodwinking the facts.

That the practice of not regularizing the workmen has not left any other alternative with the workmen and the union but to raise dispute before the Hon'ble Forum. That the copies of the documents and proceedings before the Conciliation Officer are enclosed and be treated as part of the evidence in support of the claim of the applicants. The detail of amount payable to the applicants and not yet paid is also enclosed.

The respondent/management has filed written statement. In the written statement it has been stated that the applicants are not workmen as defined u/s. 2(s) of the ID Act, 1947 and are only contractor who work on work order/contract basis to execute a specific work on day to day basis on a specific sum as determined by the competent authority and as per terms and conditions as laid down in work order.

That this Hon'ble Tribunal has no jurisdiction to entertain the above mentioned claim application as the applicants are not workmen within the definition of Section 2(s) of the ID Act, 1947 and the same is liable to be dismissed on this ground alone.

That the contents of paras 1 & 2 of the application that Shri Ram Prasad (Applicant No. 1) has been working as Fitter on casual basis (on work order) since 2-01-1989 and Shri Raja Ram (Applicant No. 2) has been working as Beldar on casual basis (on work order) since 1-9-1989 at CGO Complex are denied for want of knowledge.

That it is respectfully submitted that the respondent division came into force with effect from 14-2-1996 only. That the applicant Nos. 1 & 2 were given work order to carry out day to day complaints. That they are only contractors for the department and not workmen.

That the contents of para 3 of the claim application are denied and the contents of preliminary submission No. 1 of the written statement are reiterated in reply.

That the contents of para 6 of the claim application are denied. It is submitted that they are given work on work order/contract basis.

That the contents of para 7 of the application are not admitted as stated. The applicants are not workmen and are only contractors for the department. Hence, there is no

question of their regularization in the department. Further the job is also not of perennial nature. The applicants are not departmental daily rated workmen and therefore admission of regularization of service of their juniors does not arise.

That the contents of para 8 of the application are not admitted and are vehemently denied. As stated above the applicants are not workmen and are only contractors to whom work was awarded on contract.

That the contents of para 9 of the application is legal in nature. However, the same will not apply in the instant case in view of what has been stated above. That the contents of para 10 of the application that the matter was raised before the RLC(C) by the applicants and the union is matter of record. The contents of para 11 are not admitted and are denied.

That the applicants herein as stated above are not workmen coming under the definition of workmen as defined under the ID Act, 1947. Hence the grievances which the applicants defined in Section 2 (k) of the Act and therefore, this Hon'ble Tribunal has no jurisdiction to entertain the instant application.

That the contents of para 13 of the application are not admitted. It is submitted that the applicants have already been paid, whatever have been due to them as per the rate approved by the competent authority for performing the specific job.

That the contents of the prayed clause are not admitted and are denied. The applicants are not entitled to regularization or to have any consequential benefits as the applicants are not workmen as defined under the ID Act, 1947 and are merely contractors who execute specific work on work order basis on a specified sum. It is therefore, submitted that the claim application may be dismissed with heavy costs.

The workmen applicants have rejoinder. In their rejoinder they have reiterated the averments of their claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workmen that the workmen were not contractors as alleged by the management. They discharged their duties as Muster Roll Employees. B-11 is an admitted document. Shri Ram Prasad has been shown as Fitter engaged since 2-1-1989. Shri Raja Ram has been shown as Beldar engaged since 1-9-1989. They have been shown as on rolls of the management.

Shri Ram Prasad has filed certificate dated 7-6-1994 issued by the Assistant Engineer. It has been mentioned therein that this workman has been working as Fitter in CPWD since January, 1991. This letter has been issued on 7-6-1994 which proves the fact that the workman is at worst daily wager performing duties of Fitter regularly. The management has admitted that Shri Raja Ram has worked for 26 days in 9/89, 10/89, 11/89 & 12/89. This is also a copy of photocopy filed by the workman and admitted by the management and he has worked for 26 days in all the months. Shri Raja Ram has further filed B-27 regarding his working days and working period of 1991 and 1992. This photocopy has been admitted by the management. It has also been stated herein that he has worked on the post of Beldar. The workman has filed B-28. Photocopy of certificate issued by the management. This paper is also admitted. Shri Ram Prasad has been engaged as Fitter and Shri Raja Ram as Beldar. They have been shown as Muster Roll Employees along with 5 other employees. The Assistant Engineer has made the request vide his letter dated 1-12-1994 to regularize the muster roll employees. They have not been regularized so far. B-31 also proves the fact that these two workmen have been engaged since 2-1-1989 and 1-9-1989 respectively. B-32 is a letter of Additional Director, CPWD. Its copy has been issued to Assistant Engineer and others and it has been specifically reiterated that there is complete ban for the engagement of workmen on work orders. So CPWD has banned the engagement of workmen on the work order basis. These documents go a long way to prove that these workmen are not the work order employees. They have been shown as Beldar and Fitter on Muster Roll basis.

It was submitted from the side of the management that these two workmen were contractors and not workmen. It is settled law that in cases where Principal Employer retained control over the workmen and he is a master to decide that what is to be done and what is not to be done. In such cases the contract is a contract of service and not contract for service. The workman worked as Fitter and Beldar under the control and supervision of the management. No agreement of contract has been filed. The management controlled the performances of these workmen and they decided the manner in which the work is to be done. These workmen are still working so there is contract of service between the workmen and the employer. These workmen are not independent contractors. Contract has been defined as agreement for a given result. In this case there is no agreement of contract between the workmen and the management and no result has been achieved except day to day service of the workmen. Wages have been paid to them monthly.

It was submitted from the side the management that this Hon'ble Court has no jurisdiction. In Steel Authority of India, the Hon'ble Supreme Court of India has held that if contract is mere ruse/camouflage to evade compliance

with various beneficial legislations so as to deprive the workmen of the benefits thereunder. If the contract is found not genuine but mere camouflage the contract workers shall be treated as employees of the Principal Employer who shall direct to regularize the services of the contract labour in the establishment concerned.

The workmen as discussed above are not independent contractors. There is no contract agreement. They have been working for the management and under the direction and control of the management. So they may be treated as Daily Wager or Muster Roll Workers.

It was submitted from the side of the management that in view of 2006 (4) Scale that merely because of temporary employee or casual wage worker is continued for a time beyond the terms of his appointment he would not be entitled to be absorbed in regular service or made permanent merely on the strength of such continuance if original appointment was not made by following the due process of selection.

It was submitted that these workmen have not been selected through a due process of recruitment as per the policy of CPWD so these workmen cannot be regularized in view of the judgment referred to above of the Hon'ble Supreme Court of India.

In 2006 (4) Scale it has been held that in case a workman is continued to work beyond 10 years and without the orders of the Court in such matters management should consider the feasibility of regularization. These workmen have been engaged since 1989 and they performed 10 years duties in 1999. In view of the directions of the Hon'ble Supreme Court they should have been regularized in 1999 itself. No such endeavour to regularize the workmen has been made by the management even at the instance of various letters sent to the Head of Department.

It was further submitted that it has been held by Hon'ble Apex Court that Government is at liberty to make temporary appointments and Daily Wager appointments but there must be some end to such employment. The workmen have worked for almost 17 years and they have discharged their duties to the satisfaction of the management. They will not be eligible for afresh appointment in view of the age bar.

It was submitted from the side of the management that these workmen have not been recruited through recruitment process. It is prerogative of the Government to create posts. Posts have not been created. The workmen have been working for 17 years. It cannot be said that regular work is taken from them against no post. Post is created considering the regular nature of work. These workmen have been discharging regular and continuous nature of work. They have been given the designation of Fitter and Beldar. There should not be mala fide exercise of any prerogative.

There is no constitutional scheme to keep workmen on temporary, *ad hoc* and muster roll basis life time. The management is not following recruitment procedure in order to deprive these workmen of the benefits of regular employment. The management is a State under Article 12 of the Constitution. Fair pay is expected from them. They should have given regular employment to these workmen.

The management is not justified in keeping these workmen on casual basis indefinitely. Such practice is not fair one. The statutory provision of ID Act, 1947 are attracted. Giving casual and temporary appointments again and again constitutes unfair labour practice. The management has been adhering unscrupulously to such unfair labour practice. The workmen deserve regularization from the date of the award.

The reference is replied thus:—

The action of the management in not regularizing the services of S/Shri Ram Prasad and Shri Raja Ram, as per the DOPT circular and continuing them on casual basis indefinitely is neither fair nor just nor reasonable. The management is directed to regularize the workmen within two months from the date of publication of the award.

Award is given accordingly.

Date: 07-11-2006.

R. N. RAI, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2006

का.आ 49.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी. डब्ल्यू. डी. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 69/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/267/2002-आई आर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th December, 2006

S.O. 49.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 69/2003) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2 New Delhi as shown in the Annexure in the Industrial Dispute between the management of Central Public Works Department, and their workmen, received by the Central Government on 12-12-2006.

[No. L-42012/267/2002-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER: R. N. RAI ID.No. 69/2003

In the Matter of:

The General Secretary,
All India CPWD (MRM) Karamchari Sangathan,
4823, Balbir Nagar Extension,
Gali No. 13, Shahdara,
Delhi-110032

Versus

The Director General (Works),
Central Works Public Department,
Nirman Bhawan (Electrical Divn. No. 11),
CPWD, IARI Pusa,
New Delhi-110011.

AWARD

The Ministry of Labour by its letter No. L-42012/267/2002-IR (CM-II) Central Government dt. 14-5-2003 has referred the following point for adjudication.

The point runs as hereunder:—

“Whether the non-regularisation of the services of the claimant workman by the management of the Director General (Works) CPWD (Electrical Divn. No. 11, IARI, Pusa), New Delhi from the date of his initial appointment is just, fair and legal? If not, to what relief the said workman is entitled to and from which date?”

It transpires from perusal of the order sheet that the workman was directed to file rejoinder on 28-2-2005. He has not filed rejoinder till today. Opportunity for filing rejoinder has been closed. The workman has not filed any evidence in support of his claim statement.

The reference is replied thus:—

The non-regularisation of the services of the claimant workman by the management of the Director General (Works), CPWD (Electrical Divn. No. 11, IARI, Pusa), New Delhi from the date of his initial appointment is just, fair and legal. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Dated: 6-12-2006.

R. N. RAI, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2006

का.आ 50.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 171/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-12-2006 को प्राप्त हुआ था।

[सं. एल-12011/179/2002-आई आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th December, 2006

S.O. 50.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 171/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 8-12-2006.

[No.L-12011/179/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR-COURT, LUCKNOW

PRESENT

SHRIKANT SHUKLA, PRESIDING OFFICER

I.D. NO.171/2002

Ref.No.L-12011/179/2002-IR(B-II) Dt. 11-12-02

BETWEEN

The President
Punjab National Bank Workers Union Central Office,
94, MG Marg, Lucknow (U. P.)

AND

The Zonal Manager Punjab National Bank Zonal Office,
Lucknow (U.P.)

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute *vide* No.L-12011/179/2002-IR(B-II) Dated 11-12-2002 for adjudication to the Presiding Officer, CGIT-cum-Labour Court, Lucknow:

"Whether the action of the management of Punjab National Bank in imposing the punishment of bringing down the basic pay to one lower stage for one year w.e.f. 5-8-2000 and withholding wages for suspension period—except the subsistence allowance already paid in respect of Sri K.C. Lal Srivastava is legal and justified? if not, what relief is he entitled to?"

This is admitted fact that while officiating -as head cashier at branch office, Civil Lines, Allahabad, shortage of Rs. One lakh was found in respect of which FIR was

lodged and *vide* order dt. 18-12-87 the workman was placed under suspension. On the basis of said FIR a Criminal case no. 4856 of 1994 started and the Criminal court *vide* order/judgement dt. 24-2-95 acquitted the workman from charge u/s 409 IPC. Subsequently, after acquittal from the court suspension orders of Sri Srivastava was withdrawn as on 12-6-96 concerned workman joined his duties at Naini branch of the Bank at Allahabad. This is also not disputed that para 19.3(c) of the Bipartite Settlement provides that if the employees is acquitted it shall be open to the bank to proceed against him departmentally under the provisions set out in clause 19.11 and 19.12 of the Bipartite settlement. Accordingly Sri Srivastava was served with the charge sheet dt. 24-5-96 whereby it was alleged that the missing of Rs.1 lakh on 18-12-87 from his custody constituted an act of gross misconduct within para 19.5(j) of the Bipartite settlement and he was advised to submit his reply. Sri Srivastava submitted his reply dt. 27-6-97 whereby he denied the allegations and the Disciplinary Authority thereafter ordered departmental enquiry into the allegations made against him *vide* charge sheet dated 24-5-96. The Enquiry Officer submitted his report and a copy of the enquiry report was also forwarded to Sri Srivastava to submit his reply thereof. This is also admitted fact that Disciplinary authority agreed with the findings of the Enquiry Officer and proposed punishment of bringing down in the scale of pay by one stage for a period of one years upon Shri Srivastava *vide* show cause notice dt. 12-7-2000. The Disciplinary Authority further directed that Sri Srivastava would not be entitled to any wages for the period of his suspension period except for what has been paid to him by way of subsistence allowance. Sri Srivastava, however, has not preferred an appeal before the Appellate Authority under the provisions of the Bipartite Settlement.

It is admitted fact that on 5-8-2000 disciplinary authority of the bank passed following punishment order in respect of misconduct;

"Sri KCL Srivastava, C/C PO: Naini, Allahabad was served with a charge sheet dt. 24-5-96. It was alleged that a sum of Rs. one lakh was found missing from his custody due to his negligence while working at BO: Civil Lines, Allahabad.

His reply dt. 27-6-96 to the above charge sheet was not found satisfactory and an Enquiry was instituted *vide* order dt. 24-9-96 to look into the truth of charge levelled against Sri Srivastava *vide* charge sheet dt. 24-5-96 as per the provisions of the Bipartite Settlement.

The Enquiry Officer has held the charges against Sri Srivastava as contained in the charge sheet dt. 24-5-96 as proved. A copy of the report of Enquiry Officer was sent to Sri Srivastava for his submissions, if any on the same. The points raised in the submissions of Sri Srivastava *vide* letter dt. 12-6-2000 were considered by me and a show cause was issued *vide* order dt. 12-7-2000 proposing

punishment of bringing down the basic pay of Sri Srivastava by two stages in the scale of pay for a period of two years in terms of para 19.6(c) of Bipartite Settlement as amended upto date. He was also offered a personal hearing in my office.

Sri KCL Srivastava appeared before me on 31-7-2000 in my office along with his defence representative. In the personal hearing, Sri Srivastava along with his defence representative has mainly raised the following points—

—Charge of negligence was nowhere proved.

—Not even a single customer was present in the bank when bundle of Rs. 100 was missing.

—The money was missed because of the theft made by an unknown person, perhaps some body from among staff of the branch.

—Prior to this unfortunate incident, he was never been charged of any such deed which could have damaged his clean image in 22 years of service.

—While taking final decision, his harassment in police custody and irreparable loss in life may be kept in mind. I have considered the submissions made by Sri KCL Srivastava during his personal hearing and also as given by him vide his letter dtd. 31-7-2000 and find that the bundle of Rs. 100 denomination of note was missed from his custody for which he cannot hold anybody else responsible. No body can deny that it was negligence on the part of Sri Srivastava. His contention that the money was missed because of the theft by unknown person perhaps among the staff members is also hypothetical and cannot be substantiated as there is no evidence. I also do not agree with his contention that he was harassed by the bank on this incident as steps taken by the bank were in accordance with the provisions. The cash amounting to one lakh was certainly lost on account of his negligence. I therefore conclude that it was on account of the negligence of Sri Srivastava that the bank was put to loss of Rs. one lakh in the shape of cash shortage for which I hold Sri KCL Srivastava guilty.

However, the submission of Sri Srivastava that his image in the service for the past 35 years was clear barring this incident is the point which deserves review of my proposed order of punishment. I am therefore inclined to take a lenient view in his case.

I, therefore, order that the basic pay of Sri Srivastava be brought down to one lower stage in the scale of pay for one year without cumulative effect in terms of para 19.6(c) of Bipartite Settlement dtd. 19-10-66 duly amended upto date instead of bringing down his basic pay by two stages in the scale of pay for period of two years as proposed vide my order dtd. 12-7-2000.

He will also not be entitled to any wages for the period of suspension except to what has been paid/payable to him in the shape of subsistence allowance.

I order accordingly."

The worker's allegations is that the enquiry officer has not afforded full opportunity to defend his case to the concerned workman. It is also submitted that during the course of enquiry management could not prove the charge of negligence against the concerned workman by cogent evidence. Enquiry Officer has not applied his mind on evidence available on record only on the basis of assumption proved the charges against the workman. It is also alleged that the findings of the enquiry officer is illegal and perverse.

Enquiry Officer submitted his report to the punishing authority and the enquiry officer has wrongly found the charges proved against the concerned workman.

Indian Bankers Association Circular No. PD/CIR/76/D/M/384 dt. 11-6-93 regarding RELEASE OF INCREMENTS FOR THE PERIOD UNDER SUSPENSION UPON REINSTATEMENT reads as under "please refer to our Circular No. PD/CIR/76/B/M/376 dated 13-6-92 advising the decision of the Personnel Committee regarding release of increments for the period under suspension. upon reinstatement." The member banks were advised as under :

"The Disciplinary Authority should invariably specify while passing orders regarding the punishment, as to whether the increment/s for the period of suspension are to be released or withheld. If the order is silent in this regard then it should be construed that increment/s for the fallen due during the period of the suspension are to be released from the date of suspension is lifted."

Pursuant to the above decision, many banks have made enquiries with I.B.A. whether past cases have to be reopened and fixation of pay done accordingly. The personnel committee of the Association at its meeting held on 20-5-93 decided as under "Penalties awarded on or after 13-6-92 (date of issue of I.B.A. Circular No. PD/CIR/76/B/M/376) should be interpreted in terms of clarifications given by the personnel committee. Decisions taken on past cases (penalties awarded prior to 13th June 1992) as per the prevalent practice in the respective banks should not be reopened for practical considerations."

From a perusal of the Penalties provided under the rules it is clear that withholding of wages during the period of suspension has not been proved as punishment, as such the withholding of wages during the period of suspension by way of punishment is also illegal, unjust and liable to be quashed.

Therefore, the orders regarding withholding of wages the period of suspension is imaginary and baseless. As a matter of argument it is submitted that the wages of the period of suspension can only be withheld where the employee was under suspension at the time of imposing of punishment or he was kept under suspension during the period of Enquiry pertaining to the charge sheet under suspension during the period of enquiry pertaining

to the charge sheet under which the punishment was awarded.

The opposite party has not passed any specific order regarding withholding of increments in the punishment order dtd. 5-8-2000. No opportunity of any kind was given to the concerned workman to defend himself against orders withholding altogether eight annual graded increments i.e. annual graded increments due as on 1st Jan. 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996. As such as per Bipartite Settlement of 1983 circular dated 11-6-93 the concerned workman was entitled to receive annual graded increments from the date of suspension till the date of reinstatement and thereafter from the opposite party under law.

With effect from 12-6-96 the concerned workman is getting full pay without adding the annual graded increments for the period of suspension (i.e. annual graded increments due as on 1st Jan., of 1989, 1990, 1991, 1992, 1993, 1994, 1995 and 1996 which he was entitled to receive in his pay as per Bipartite Settlement dt. 8-9-83 and notionally also as per service conditions in bank as per P.D. Circular No. 1241 dtd. 7-9-90. The workman was entitled to full back wages also as he was exonerated of the charges u/s 409 of IPC by the 1st Addl. Chief Judicial Magistrate and the reinstatement order was silent on the issue of back wages.

The competent authority has not passed any specific order regarding the holding of increments of the period of suspension in the punishment order dtd. 5-8-2000. No opportunity of any kind was given to the concerned workman to defend himself against orders, if any such order was passed withholding altogether eight annual graded increments i. e. annual graded increments due as on 1st Jan. 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996. As per Bipartite Settlement dtd. 8-9-93. Circular dtd. 11-6-93 the concerned workman was entitled to receive annual graded increments from the date of suspension till the date of reinstatement and thereafter (atleast notionally) from the opposite party under law.

Workman has accordingly prayed for quashing the punishment order in the first place and requested for the wages the period of suspension along with all annual graded increments due in the period of suspension.

The opposite party has denied the allegations of the workman and has submitted that the enquiry officer conducted the departmental enquiry in accordance with the provisions of Bipartite Settlements during which all reasonable opportunity were afforded to his defence representative to defend him. Enquiry Officer considered all material on record and submitted his report after considering the entire material before him. Thereafter Enquiry Officer submitted his report dtd. 29-1-99 to the disciplinary authority. Disciplinary authority after taking into consideration the entire material on the record, submissions made during the personal hearing as well as

in the representation dtd. 31-7-2000 and also having regard to the gravity of allegations proved against him inflicted punishment vide order dtd. 5-8-2000 which is perfect legal, just and in accordance with the provisions of Bipartite Settlement. So for as period spend during suspension is concerned, it is submitted by the opposite party that it was considered by the disciplinary authority at the time of passing of final order and according to punishment order the worker was not entitled any wages during the period of suspension except of subsistence allowance. It is also submitted that worker has not preferred any appeal against the order of the disciplinary authority dtd. 5-8-2000. It is submitted that under the provisions of Bipartite Settlement, a workman is entitled for release of stagnation increment after he stagnate at the maximum pay for period of 3 years. Keeping in view the order passed dtd. 5-8-2000 Sri Srivastava is not entitled to release of first stagnation increment w.e.f. Jan, 2002 but is entitled to the same w.e.f. 1-1-03. Sri Srivastava has been inflicted only one punishment vide order dt. 5-8-2000 and non payment of wages during the period of suspension as well as deferment of stagnation are only the consequence of the order of the punishment. The order passed by the disciplinary authority is legal, just and in accordance with the provision of Bipartite Settlement. It has therefore, been prayed that the Tribunal may hold that the order dtd. 5-8-2000 passed by the disciplinary authority is legal and proper and that Sri Srivastava is not entitled to any wages for the period he remained absent, but for the amount already received by him by way of subsistence allowance.

After hearing and perusing the pleadings the issue is framed on 28-4-03 the first issue was pertaining to the departmental enquiry which is as follows :

- (1) "क्या विभागीय जांच न्याय के नैसर्गिक सिद्धांतों के अनुसार बाई पारटाइट सैटलमेंट के प्रावधानों के अन्तर्गत नहीं की गई जैसा वादोन्तर के पैरा 11, 12, 13, 14, 15 व 18 में वर्णित है?"

The said issue No. 1 is decided against the worker on 14-4-04. Remaining issue are to be decided as follows :—

- (2) "क्या अनुशासनिक अधिकारी द्वारा कर्मचारी के विधिक अनुरोध पर विचारण किये बिना दण्ड दिया गया जैसा कि दावे में वर्णित है?"
- (3) "क्या बाई-पारटाइट सैटलमेंट के अंतर्गत एक आरोप पर एक से ज्यादा दण्ड नहीं दिया जा सकता, और कर्मचारी को एक से ज्यादा आरोप से दण्डित किया गया है ?"
- (4) "क्या कर्मचारी मुअ्तिली की अवधि के इंक्रीमेंट पाने का अधिकारी है जैसा कि कर्मचारी का कथन है?"
- (5) "क्या कर्मचारी ने अनुशासनिक अधिकारी के आदेश दि. 5-8-2000 के विरुद्ध कोई अपील नहीं दाखिल की

बल्कि उसने इलाहाबाद श्रम न्यायालय के समक्ष एल.सी.ए. प्रार्थना पत्र दाखिल की जो कि 5-4-02 के आदेश के अनुसार खारिज की गई, यदि हाँ तो प्रभाव ?”

The worker examined himself in support of his case, opposite party has however not examined any witness.

Heard the parties and perused evidence on record.

The worker has not challenged the punishment order during the argument and has confined his argument only to the extent that worker is entitled to the increments for the suspension period i.e. 18-12-88 to 11-6-96 in accordance with the circulars of the bank. During the argument the representative of the worker has drawn my attention to the para 26, 32, 36 and 40 of the claim statement and the replies submitted by the opposite party in the written statement with reference to the above para. Comparative chart of the said statement are reproduced below :

Workman's claim	Opposite party's reply
26 : Indian Bankers Association circular No. PD/CIR/76/B/M/384 dt. 11-6-93 regarding Release of Increments for the Period Under Suspension upon Reinstatement reads as under "Please refer to our circular No. PD/CIR/76/B/M/376 dated 13-6-92 advising the decision of the Personnel Committee regarding release of increments for the period under suspension, upon reinstatement. The member banks were advised as under: "The Disciplinary Authority should invariably specify while passing orders regarding the punishment, as to whether the increment/s for the period of suspension are to be released or withheld. If the order is silent in this regard then it should be construed that increment/s for the fallen due during the period of the suspension are to be released from the date of suspension is lifted." <p>Pursuant to the above decision, many banks have made enquiries with I.B.A. whether past cases have to be reopened</p>	The contents of para 26 as stated are wrong and denied and the submissions made herein before are reiterated.

Workman's claim

Opposite party's reply

and fixation of pay done accordingly. The Personnel Committee of the Association at its meeting held on 20-5-93 decided as under

"Penalties awarded on or after 13-6-92 (date of issue of I.B.A. Circular No. PD/CIR/76/B/M/376) should be interpreted in terms of clarifications given by the Personnel Committee.

Decisions taken on past cases (penalties awarded prior to 13th June, 1992) as per the prevalent practice in the respective banks should not be reopened, for practical consideration".

32 : The opposite party has not passed any specific order regarding with holding of increments in the Punishment order 5-8-2000. No opportunity of any kind was given to the concerned workman to defend himself against orders with holding all together eight annual graded increments i.e. annual graded increments due as on 1st Jan. 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996. As such as per Bipartite Settlement of 1983, circular dated 11-6-93 the concerned workman was entitled to receive annual graded increments from the date of suspension till the date of reinstatement and thereafter from the opposite party under law.

In reply to para 32 it is submitted that the disciplinary authority vide order dt. 5-8-2000 passed that basic pay of Sri Srivastava be brought down to one lower stage in the scale of pay for one year without commulative effect in terms of para 19.6(c) of Bipartite Settlement dt. 19-10-66 duly amended upto date. He will also not be entitled to any wages for the period of suspension except to what has been paid/ payable to him in the shape of subsistence allowance.

36: W.E.F. 12-6-96 the concerned workman is getting full pay without adding the graded increments for the period of suspension (i.e. annual) graded increments due as on 1st Jan. of 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996 which he was entitled to receive in his pay as per Bipartite Settlement dt. 8-9-83

The contents of para 36 as stated are wrong and denied and the submissions made here in before are reiterated.

Workman's claim

Opposite party's
reply

and notionally also as per service conditions in Bank as per P.D. Circular 1241 dt. 7-9-90. The workman was entitled to full wages also as he was exonerated of the charges u/s 409 IPC by the 1st Addl. Chief Judicial Magistrate and the reinstatement order was silent on the issue of back wages.

40 : The competent authority has not passed any specific order regarding with holding of increments of the period of suspension in the punishment order dt. 5-8-2000. No opportunity of any kind was given to the concerned workman to defend himself against orders, if any such order was passed with holding altogether eight annual graded increments i.e. Annual Graded Increments due as on 1st Jan. 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996. And as per Bipartite Settlement 1993, circular dt. 11-6-93 the concerned workman was entitled to receive annual graded increments from the date of suspension till the date of reinstatement and thereafter (at least notionally) from the opposite party under law.

In reply to para 40 it is submitted that the order dt. 5-8-2000 passed by the Disciplinary Authority is in accordance with the provisions of the Bipartite settlement. Submissions to the contrary are wrong and denied.

Worker's only argument is that the disciplinary authority should have passed specific order regarding the punishment "whether the increment for the suspension period is to be released or with hold. If order is silent in this regard then it has to be construed that the increment fallen due during the period of suspension ought to be released from the date of suspension lifted. As the present order is silent regarding the release or with holding the increment, therefore, he is entitled to the notional increment from 1989 to 11-6-96. As he has already earned and paid to the increment of the year 1988. He relies upon the circular of opposite party i.e. No. PD/Cir/76/B/M/384 dt. 11-6-93 and accordingly after calculating the notional increment for the suspension period he should be paid dues.

It is noteworthy that there is no specific denial to the circular mentioned in para 26 of the claim statement which is dt. 11-6-93. The photo copy of aforesaid circular dt. 11-6-93 has been filed by the worker which is at paper No. 114 and is available in the file :

RELEASE OF INCREMENTS FOR THE PERIOD
UNDER SUSPENSION UPON REINSTATEMENT

Please refer to our Circular No. PD/Cir/76/B/M/376 dated 13-6-92 advising the decision of the Personnel Committee regarding release of increments for the period under suspension, upon reinstatement. The member banks were advised as under.

The Disciplinary Authority should invariably specify while passing orders regarding the punishment, as to whether the increment's for the period of suspension are to be released or withhold. If the order is silent in this regard then it should be construed that increments fallen due during the period of suspension are to be released from the date of suspension is lifted."

Pursuant to the above decision, many banks have made enquiries with IBA whether past cases have to be reopened and fixation of pay done accordingly. The Personnel Committee of the Association at its meeting held on 20-5-93 decide as under :

Penalties awarded on or after 13-6-92 (date of issue of IBA circular No. PC/Cir/76/B/M/376) should be interpreted in terms of clarification given by the Personnel Committee. Decisions taken on past cases not be re-opened, for practical considerations.

The representative of the opposite party during his arguments has stated on 27-11-06 (which is re-produced as under);

The statement of representative of the OP, Sri K.P. Sharma during argument :

I have the Personnel Division Circular No. 1241 in my possession, which reads as under :

"Your attention is invited to Personnel Division Circular No. 726 dt. 21-9-83, regarding subsistence allowance during the period of suspension.

We have received certain references from some of the Zonal/Regional Offices seeking our guidance whether an employee under suspension shall be entitled for annual graded increment which may fall due during his suspension.

We would like to clarify that an employee, under suspension, will not be entitled for annual graded increment falling due during his suspension period. However, after revocation of the suspension, the increment(s) will be released notionally and thereafter effect will be given to the punishment awarded, if any. While revoking suspension, if the Disciplinary Authority treats the period of suspension on duty, by allowing the benefit of full wages for the said period, the arrears on account of release of the increment(s) during the suspension period shall also be payable. If, however, the Disciplinary Authority does not allow him the benefit of full wages for the period he remained under suspension, the annual graded increment(s) falling due during the suspension period shall be calculated only notionally.

As regards deductions from subsistence allowance payable to the employees under suspension, we reiterate out instructions circularized vide PD Circular No. 268 dt. 23-8-76.

(Sd/-)

Asstt. General Manager (Personnel)"

According to this circular when the Disciplinary Authority does not allow him the benefit of full wages for the period he remained under suspension, the annual graded increment(s) falling due during the suspension period shall be calculated only notionally.

Thus the admitted fact are that the punishment order dt. 5-8-2000 is silent on the releasing or withholding the annual increment and in the circumstances according to the own circular of Punjab National Bank increments for the period of suspension are to be released. Worker has specifically alleged in para 36 & 40 that annual graded increments are due as on 1st Jan. 1989, 1990, 1991, 1992, 1993, 1994, 1995 & 1996. The opposite party in his written statements has simply denied the allegations and has not stated that increments falling due during the period of suspension as notionally been considered after lifting of suspension. The worker on the other hand has stated on oath in his statement in para 8 :

“निलम्बन की अवधि में रोकी गई वेतनवृद्धियां आज तक मुझे नहीं मिली हैं। मैं 30-6-04 को सेवानिवृत्त हो चुका हूँ।”

Thereafter he has stated in his statement :

“मैंने उक्त वेतनवृद्धियों के लिये उ.प्र., लेबर कोर्ट, इलाहाबाद में धारा अन्तर्गत 33-C (2) प्रार्थना पत्र दी थी जो यह कहकर खारिज कर दी गई कि उनको क्षेत्राधिकार नहीं है।”

Opposite party has not disproved or rebutted the statement of the worker.

In the aforesaid circumstances imposing of the punishment on the worker by order dated 5-8-2000 is not illegal or unjustified. The only plea taken by the worker is that the said order has not been implemented in the light of the circulars dt. 11-6-1993 and 21-9-83 mentioned above.

It is noteworthy that the worker has not filed an appeal against the punishment order but non-filing of appeal does not effect the right of worker to receive the benefit of notional increments during suspension period. Similarly the order of Presiding Officer, U.P. Labour Court, Allahabad dt. 5-4-02 is also not able to obstruct the right of the worker to receive the benefit of circulars letter dt. 11-6-93 and 21-9-83. Issue No. 4 is therefore decided in favour of the worker and issue No. 2, 3 & 5 are accordingly not material for adjudication of the case as the worker has not challenge the validity of the order of punishment during the arguments.

On the aforesaid discussions I come to the conclusion that punishment order was just and proper but as the Disciplinary Authority has not withheld the annual

increments for the period of suspension and the same has to be taken into account after lifting the suspension on 12-6-96. The statement of the representative of the opposite party Sri K. P. Sharma will form the part of the award. Award passed accordingly.

Lucknow SHRIKANT SHUKLA, Presiding Officer
30-11-2006

The statement of the representative of the OP, Sri K. P. Sharma during argument :

I have the Personnel Division Circular No : 1241 in my possession, which reads as under :

“Your attention is invited to Personnel Division Circular No. 726 dt. 21-9-83, regarding subsistence allowance during the period of suspension.

We have received certain references from some of the Zonal/Regional Offices seeking our guidance whether an employee under suspension shall be entitled for annual graded increment which may fall due during his suspension.

We would like to clarify that an employee, under suspension, will not be entitled for annual graded increment falling due during his suspension period. However, after revocation of the suspension, the increment(s) will be released notionally and thereafter effect will be given to the punishment awarded, if any. While revoking suspension, if the Disciplinary Authority treats the period of suspension on duty, by allowing the benefit of full wages for the said period, the arrears on account of release of the increment(s) during the suspension period shall also be payable. If, however, the Disciplinary Authority does not allow him the benefit of full wages for the period he remained under suspension, the annual graded increments(s) falling due during the suspension period shall be calculated only notionally.

As regards deductions from subsistence allowance payable to the employees under suspension, we reiterate out instructions circularized vide PD Circular No. 268 dt. 23-8-76.

(Sd/-)

Asstt. General Manager (Personnel)"

According to this circular when the Disciplinary Authority does not allow him the benefit of full wages for the period he remained under suspension, the annual graded increment(s) falling due during the suspension period shall be calculated only notionally.

(K. P. SHARMA),
Representative PNB

नई दिल्ली, 12 दिसम्बर, 2006

का. आ. 51.—जबकि मैसर्स आई टी डब्ल्यू सिग्नेड (एतदुपरान्त उक्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि-अधिनियम, 1952 (1952 का 19) (एतदुपरान्त उक्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खंड (क) के अंतर्गत छूट के लिए आवेदन किया है।

और जबकि केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कम हितकर नहीं हैं और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त उक्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

अतः, अब उक्त अधिनियम की धारा 17 की उप धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए केन्द्र सरकार एतद्वारा उक्त प्रतिष्ठान को 01-05-1986 से अगली अधिसूचना तक के लिए उक्त योजना के समस्त उपबंधों के प्रचालन से छूट प्रदान करती है।

[सं. एस-35015/02/2005-एस.एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 12th December, 2006

S. O. 51.—Whereas M/s. ITW Signode (hereinafter referred to as the said establishment) has applied for exemption under Clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Fund Scheme, 1952 (herein after referred to as the said Scheme) in relation to the employees in any other establishment of similar character.

Now, therefore, in exercise of the powers conferred by Clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-05-1986, until further notification.

[No. S-35015/02/2005-SS-II]

S.D. XAVIER, Under Secy.

नई दिल्ली, 13 दिसम्बर, 2006

कार.आ. 52.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. जी. एच. एस. के प्रबंधकों के संबद्ध मियोजकों और उनके कर्मचारों के बीच, अनुबंध में विनिर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या एनजीपी/152/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/219/94-आई. आर. (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 13th December, 2006

S.O. 52.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. NGP/152/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.G.H.S. and their workmen, which was received by the Central Government on 13-12-2006.

[No. L-42012/219/94-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI A.N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. NGP/152/2002

Date : 01-12-2006.

Petitioner : SHRI V. N. ALONI,
Party No. 1 Plot No. 438, Hiwari Layout,
Dhangoba Sadan Nagpur, 440008.

Versus

Respondent : THE DEPUTY DIRECTOR,
Party No. 2 C.G.H.S., Civil Lines,
Nagpur-440001.

AWARD

Dated : 1st December, 2006

1. The Central Government after satisfying the existence of disputes between Shri V.N. Aloni Plot No. 438, Hiwari Layout, Dhangoba Sadan, Nagpur, -440 008 Party No. 1 and The Deputy Director, C.G.H.S., Civil Lines, Nagpur-440001 Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-42012/219/94-IR(DV) dt. 27-28/12/1995 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the management of CGHS, Nagpur is not regularizing the services of Shri V.N. Aloni, a casual labour is justified? If not to what relief the workman is entitled to?"

3. The reference was initially sent to C.G.I.T., Jabalpur. The Order of the Jabalpur Court shows that nobody appeared before it till 14-6-1996. Later on 9-2-1996 letter was sent under the signature Shri Vasanta Aloni that is a Petitioner one Letter is on record which indicates that on that day he was unable to file the Statement of Claim and he prayed for adjournment. Similarly one more letter Dt. 6-4-1996 under the signature of the petitioner is on record in which he had requested that due to the poverty he could not engage the counsel and his case should be disposed of. This letter is also send by him by registered A.D. Similarly on behalf of the management Shri A.B. Choudhary, Addl. Govt. Pleader had appeared but no steps were taken by any of them. The case was transferred to this court from Jabalpur. The notices were issued under registered A.D. on 26-7-2006, however nobody appeared on the given date i.e. 11-10-2006, 1-11-2006 and even today i.e. 1-12-2006. The notices are served on both the parties. The acknowledgements are on record. Thus it seems that the petitioner is not interested in continuing the claim. Similarly he did not attend despite of the notice. Hence it is dismissed for his default.

Hence this award.

Dated : 1-12-2006 A. N. YADAV, Presiding Officer

नई दिल्ली, 13 दिसम्बर, 2006

का.आ. 53.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 83, 34 से 36 तक, 44 से 50 तक, 53 से 62 तक, 82, 84 से 96 तक, 18, 19, 22 से 25 तक, 102/2004 तथा 42, 44/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-2006 को प्राप्त हुआ था।

[सं. एल-40012/176/2003-आई. आर. (डी.यू.);
एल-40012/56 से 58 तक/2003-आई. आर. (डी.यू.);
एल-40012/65 से 71 तक/2003-आई. आर. (डी.यू.);
एल-40012/149 से 155 तक/2003-आई. आर. (डी.यू.);
एल-40012/140 से 142 तक/2003-आई. आर. (डी.यू.);
एल-40012/177/2003-आई. आर. (डी.यू.);
एल-40012/169 से 175/2003-आई. आर. (डी.यू.);
एल-40012/220/2003-आई. आर. (डी.यू.);
एल-40012/189 से 191 तक/2003-आई. आर. (डी.यू.);
एल-40012/187/2003-आई. आर. (डी.यू.);
एल-40012/168/2003-आई. आर. (डी.यू.);
एल-40012/204 से 205 तक/2003-आई. आर. (डी.यू.);
एल-40012/198 से 201 तक/2003-आई. आर. (डी.यू.);

एल-40012/213/2003-आई. आर. (डी.यू.);
एल-40012/176 से 177 तक/2004-आई. आर. (डी.यू.)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 13th December, 2006

S.O. 53.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 83, 34 to 36, 44 to 50, 53 to 62, 82, 84 to 96, 18, 19, 22 to 25, 102/2004 and 42, 44/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workmen, which was received by the Central Government on 13-12-2006.

[No. L-40012/176/2003-IR (DU);
L-40012/56 to 58/2003-IR (DU);
L-40012/65 to 71/2003-IR (DU);
L-40012/149 to 155/2003-IR (DU);
L-40012/140 to 142/2003-IR (DU);
L-40012/177/2003-IR (DU);
L-40012/169 to 175/2003-IR (DU);
L-40012/220/2003-IR (DU);
L-40012/189 to 191/2003-IR (DU);
L-40012/187/2003-IR (DU);
L-40012/168/2003-IR (DU);
L-40012/204 to 205/2003-IR (DU);
L-40012/198 to 201/2003-IR (DU);
L-40012/213/2003-IR (DU);
L-40012/176 to 177/2004-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, RAJENDRA BHAWAN,
GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

Presiding Officer : R. N. Rai

I.D. Nos. 83, 34, 35, 36, 44, 45, 46, 47, 48,
49, 50, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 82, 84, 85,
86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 18, 19, 22, 23,
24, 25, 102/2004, 42/2005 and 44/2005.

In the matter of :—

Shri Attar Singh and 43 Ors.,
Village : Budena,
Post Office : Badoli,
Tehsil : Faridabad (Haryana)

Versus

1. The General Manager (Telecom),
Bharat Sanchar Nigam Limited,
86-87 Commercial Complex, Sector-16,
Faridabad (Haryana).

2. M/s. Anuradha Security Services,
C/o The General Manager (Telecom),
BSNL, 86-87, Commercial Complex,
Sector-16, Faridabad (Haryana).
3. M/s. Luxman Security Services (Regd.),
Kesho Kutir, 509, Ranjit Gali,
Yamunanagar (Haryana)-135001.
4. M/s. Keshav Security Services,
414, Osian Building, 12, Nehru Place,
New Delhi-110019.

AWARD

The Ministry of Labour by its letter Nos. L-40012/176/2003-IR(DU) Central Government Dt. 17-05-04, L-40012/56/2003-IR(DU) Central Government Dt. 23-02-2004, L-40012/57/2003-IR(DU) Central Government Dt. 23-02-2004, L-40012/58/2003-IR(DU) Central Government Dt. 23-02-2004, L-40012/65/2003-IR(DU) Central Government Dt. 23-02-2004, L-40012/66/2003-IR(DU) Central Government Dt. 23-02-2004, L-40012/67/2003-IR(DU) Central Government Dt. 23-02-2004, L-40012/68/2003-IR(DU) Central Government Dt. 23-02-2004, L-40012/69/2003-IR(DU) Central Government Dt. 23-02-2004, L-40012/70/2003-IR(DU) Central Government Dt. 23-02-2004, L-40012/71/2003-IR(DU) Central Government Dt. 23-02-2004, L-40012/154/2003-IR(DU) Central Government Dt. 01-04-2004, L-40012/155/2003-IR(DU) Central Government Dt. 01-04-2004, L-40012/153/2003-IR(DU) Central Government Dt. 01-04-2004, L-40012/152/2003-IR(DU) Central Government Dt. 01-04-2004, L-40012/151/2003-IR(DU) Central Government Dt. 01-04-2004, L-40012/150/2003-IR(DU) Central Government Dt. 01-04-2004, L-40012/149/2003-IR(DU) Central Government Dt. 01-04-2004, L-40012/142/2003-IR(DU) Central Government Dt. 01-04-2004, L-40012/141/2003-IR(DU) Central Government Dt. 01-04-2004, L-40012/140/2003-IR(DU) Central Government Dt. 01-04-2004, L-40012/177/2003-IR(DU) Central Government Dt. 17-05-2004, L-40012/175/2003-IR(DU) Central Government Dt. 17-05-2004, L-40012/174/2003-IR(DU) Central Government Dt. 17-05-2004, L-40012/173/2003-IR(DU) Central Government Dt. 17-05-2004, L-40012/172/2003-IR(DU) Central Government Dt. 17-05-2004, L-40012/171/2003-IR(DU) Central Government Dt. 17-05-2004, L-40012/170/2003-IR(DU) Central Government Dt. 17-05-2004, L-40012/169/2003-IR(DU) Central Government Dt. 17-05-2004, L-40012/220/2003-IR(DU) Central Government Dt. 17-05-2004, L-40012/191/2003-IR(DU) Central Government Dt. 17-05-2004, L-40012/190/2003-IR(DU) Central Government Dt. 17-05-2004, L-40012/189/2003-IR(DU) Central Government Dt. 17-05-2004, L-40012/187/2003-IR(DU) Central Government Dt. 17-05-2004, L-40012/168/2003-IR(DU) Central Government Dt. 17-05-2004, L-40012/205/2003-IR(DU) Central Government Dt. 19-01-2004, L-40012/204/2003-IR(DU) Central Government Dt. 19-01-2004, L-40012/201/2003-IR(DU) Central Government Dt. 19-01-2004, L-40012/200/2003-IR(DU) Central Government Dt. 19-01-2004, L-40012/199/2003-

IR(DU) Central Government Dt. 19-01-2004, L-40012/198/2003-IR(DU) Central Government Dt. 19-01-2004, L-40012/213/2003-IR(DU) Central Government Dt. 01-06-2004, L-40012/176/2003-IR(DU) Central Government Dt. 03-05-2005 & L-40012/177/2004-IR(DU) Central Government Dt. 09-05-2005 has referred the following point for adjudication.

The points run as hereunder :—

“Whether the action of the management of GMTD, BSNL, Faridabad in terminating/disengaging the services of S/Shri Attar Singh, S/o Shri Budh Singh w.e.f. 01-09-2002, Tej Ram, Guard w.e.f. 01-09-2002, Bharat Singh, Guard w.e.f. 01-09-2002, Parveen Kumar, Guard w.e.f. 01-09-2002, Daryab Singh w.e.f. 01-09-2002, Kanwar Pal, Guard w.e.f. 01-09-2002, Charat Singh, Guard w.e.f. 01-09-2002, Ashok Kumar, Guard w.e.f. 01-09-2002, Inder Veer w.e.f. 01-09-2002, Brij Pal, Guard w.e.f. 01-09-2002, Bharat Singh w.e.f. 01-09-2002, Mahesh Chand, S/o Shri Chandi Ram, Guard w.e.f. 01-09-2002, Rajpal Singh, S/o Shri Chanda Ram w.e.f. 01-09-2002, Mahipal, S/o Shri Arami w.e.f. 01-09-2002, Mukesh, S/o Shri Harikesh, Guard w.e.f. 01-09-2002, Sunder Singh, S/o Shri Ramesh, Gunman w.e.f. 01-09-2002, Udai Vir, S/o Shri Attar Singh, Guard w.e.f. 01-09-2002, Vikram Singh, S/o Shri Chander Mal, Gunman w.e.f. 01-09-2002, Kumar Pal, S/o. Shri Samrath Singh, Ved Pal, S/o Shri Harish Chander, Ram Shankar Verma, S/o Shri Rajna Verma, Sanjay Kumar, S/o Shri Ramphal Singh w.e.f. 01-09-2002, Surinder Singh, S/o Shri Ram w.e.f. 01-09-2002, Birpal, S/o Shri Arami, Guard w.e.f. 01-09-2002, Devinder, S/o Shri Arami, Guard w.e.f. 01-09-2002, Kumar Pal, S/o Shri Shyam Lal w.e.f. 01-09-2002, Mam Chand, S/o Ram Swaroop w.e.f. 01-09-2002, Hari Om Gupta, S/o. Shri Babu Ram w.e.f. 01-09-2002, Amar Singh, S/o Shri Ami Lal, Guard w.e.f. 01-09-2002, Shyam Lal, S/o Shri Aji Ram w.e.f. 01-09-2002, Desh Raj, S/o Shri Rati Ram w.e.f. 01-09-2002, Hari Chand, S/o Shri Sumer Chand w.e.f. 01-09-2002, Balbir Singh, S/o Shri Khajan Singh w.e.f. 01-09-2002, Rohtash Kumar, S/o Shri Ramphal Singh w.e.f. 01-09-2002 and Shri Mam Raj, S/o Shri Ghasitta, Guard w.e.f. 01-09-2002 without complying with the provisions of ID Act, 1947 and non-conferring of temporary status on them in accordance with the DOPTS Scheme of September, 1993 and thereby non-regularizing their services in terms of provisions of CL (R&A) Act, 1970, employed through Security Contractors Viz. M/s. Luxman Security Agency, M/s. Keshav Security Services, M/s. Anuradha Security Services was just, fair and legal? If not, what relief they are entitled to and from which date.”

"Whether the termination of services of S/Shri Harinder Singh, Security Guard w.e.f. 01-09-2002, Gopal, Security Guard w.e.f. 01-09-2002, Narender, Security Guard w.e.f. 01-09-2002, Bhagat Singh, Security Guard w.e.f. 01-09-2002, Roop Ram, Security Guard w.e.f. 01-09-2002, Tejveer, Security Guard w.e.f. 01-09-2002, Sanjay, Security Guard w.e.f. 01-09-2002, Satveer Singh S/o Shri Hari Ram, Guard and Shri Sher Singh S/o Shri Harchanda Nagar, Guard w.e.f. 01-09-2002 by the management of BNSL, Faridabad is just and legal? If not, to what relief the workmen are entitled."

I.D. Nos. 83, 34, 35, 36, 44, 45, 46, 47, 48, 49, 50, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 82, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 18, 19, 22, 23, 24, 25, 102/2004, 42/2005 & 44/2005 involve common dispute. These are connected cases and they can be adjudicated by common award. There is variance regarding the date of engagement and disengagement of the claimants/workmen. The grounds of all the above mentioned cases are the same. So all the above mentioned cases are taken up together.

The date of engagement and disengagement of all the workmen concerned with all the above mentioned ID Nos. are as under:—

Sl. No.	Name of Workmen	Date of engagement	Date of engagement
1.	Attar Singh	10-08-1994	01-09-2002
2.	Tej Ram	March, 1994	01-09-2002
3.	Bharat Singh	January, 1998	01-09-2002
4.	Praveen Kumar	January, 1998	01-09-2002
5.	Daryab Singh	20-04-1994	01-09-2002
6.	Kanwar Pal	June, 1995	01-09-2002
7.	Charat Singh	January, 2000	01-09-2002
8.	Ashok Kumar	January, 1997	01-09-2002
9.	Indervir	January, 1998	01-09-2002
10.	Brijpal	June, 1994	01-09-2002
11.	Bharat Singh	January, 2000	01-09-2002
12.	Mahesh	20-08-2000	01-09-2002
13.	Rajpal	20-04-1994	01-09-2002
14.	Mahipal	27-02-1996	01-09-2002
15.	Mukesh	July, 2001	01-09-2002
16.	Surinder Singh	01-04-1998	01-09-2002
17.	Udai Veer	07-07-1994	01-09-2002
18.	Vikaram Singh	July, 1995	01-09-2002
19.	Kumar Pal	10-07-1997	01-09-2002
20.	Ved Pal	May, 1995	01-09-2002

Sl. No.	Name of Workmen	Date of engagement	Date of engagement
21.	Ram Shankar Verma	25-04-1994	01-09-2002
22.	Sanjay Kumar	01-01-1999	01-09-2002
23.	Surinder Singh	06-01-1996	01-09-2002
24.	Veer Pal	January, 1999	01-09-2002
25.	Devender	January, 2000	01-09-2002
26.	Kumar Pal	May, 1994	01-09-2002
27.	Mam Chand	20-10-1994	01-09-2002
28.	Hari Om Gupta	24-07-1994	01-09-2002
29.	Amar Singh	January, 2000	01-09-2002
30.	Shyam Lal	19-06-2001	01-09-2002
31.	Desh Raj	January, 2000	01-09-2002
32.	Harish Chand	24-10-1994	01-09-2002
33.	Balbir	February, 1999	01-09-2002
34.	Rohtas Kumar	24-05-1996	01-09-2002
35.	Mam Raj	02-08-1999	01-09-2002
36.	Harinder Singh	March, 1995	01-09-2002
37.	Gopal	July, 1994	01-09-2002
38.	Narinder	July, 1994	01-09-2002
39.	Bhagat Singh	January, 1996	01-09-2002
40.	Roop Ram	March, 1995	01-09-2002
41.	Tej Vir	1996	01-09-2002
42.	Sanjay	January, 1999	01-09-2002
43.	Satveer	April, 1996	01-09-2002
44.	Sher Singh	March, 1998	01-09-2002

The workmen applicants have filed statement of claim. In the statement of their claim they have stated that they were employed by the above management since 10-08-1994 and at the relevant period were working as a Security Guard and were drawing monthly wages of Rs. 2, 650/- per month.

That the work and conduct of the workmen were quite satisfactory during the period of their employment.

That the Demand notice of the claimants/workmen may also be read as part of this claim statement. The photocopy of the Demand Notice is enclosed as Annexure-A with this claim statement.

That the aforesaid management terminated the services of the above named workmen with effect from 01-09-2002 by verbal order. This is a case of refusal of duty and amounts to termination of services and retrenchment and that too without compliance of the mandatory pre-requisites of Section 25-N & 25-G of the Industrial Disputes Act, 1947. It is also a case of unfair labour practice. After terminating the services of the above named claimants/

workmen the aforesaid management appointed new other employees in our place which is violation of the Industrial Disputes Act, 1947.

That the termination of services in all the above mentioned case is wrongful, illegal and against the principles of natural justice, mala fide and a case of vindictiveness and also unfair labour practice. The workmen are, therefore, entitled to reinstatement with all the consequential benefits including wages for the intervening period.

It is, therefore, prayed that the Hon'ble Court be pleased to pass an award in directing the respondent/management to reinstate the workmen in their services with full back wages. The workmen as duty bound shall ever pray.

The management has filed Written Statement. In the Written Statement it has been stated that the reference is bad in law in as much as the management neither employed the workmen nor were terminated by the management and, therefore, there was no employer-employee relationship between the workmen and the management. The workmen were neither engaged nor recruited by the management nor they were a member of service nor any appointment letter was issued, nor their services were terminated by the management. Hence, the workmen have no *locus standi* to raise any Industrial Dispute and, therefore, also the reference made by the appropriate Government is bad in law.

That in view of the judgment of the Hon'ble Division Bench of High Court of Delhi in the case of State of M/s. Keshav Security Services and Anr. *Versus* Union of India and Ors. W.P. (Civil) No. 3917/2002 decided on 4-9-2002 that the Director General Resettlement (hereinafter referred to as "DGR"), Ministry of Defence, formulated guidelines for sponsoring and operating of security agencies and related activities to facilitate employment of ex-servicemen and to fulfil the requisitions of various Public Sector Undertakings. The main object for issuing the said guidelines was to generate employment opportunity for ex-servicemen and for that purpose Ministry of Industry ; Department of Public Enterprises issued an Office Memorandum dated 1st February, 1999 whereby various Public Sector Undertakings under different Ministries were instructed to hire Security Agencies for obtaining security services for their institutions through DGR. The said instructions were again followed by Defence Ministry circular dated 26-4-2001 and BSNL Memorandum dated 3-04-2002 whereby all BSNL establishments were instructed to engage Security Personnel from DGR sponsored agency only. Prior to this BSNL was engaging security services through open tender in which both private agency and those approved by the DGR would compete. That as per the aforesaid guidelines, the BSNL is an eligible

organization under the guidelines to apply for security work and for that purpose they applied to the DGR for deployment of security personnel.

That the Security Personnel provided by the agency are in no way connected with the recruitment procedure of the answering management rather they are employees of agency under the terms of employment either by DGR's Guidelines or by the terms of employment, if any, settled by them with the agency. There is no privity of contract between the workmen deployed by the agency and the answering management. The BSNL accordingly in case of need for security personnel hires the services of such agency. At no point of time present workmen were recruited by the management. Therefore, the present dispute falsely raised by the workmen deserves to be dismissed on this ground alone. The Hon'ble High Court in this judgment as well as in various other judgments has upheld the validity of deployment of such contractors' labours and such labours do not have any lien on the management organization.

That in view of the judgment of the Hon'ble Supreme Court of India in the case of State of Himachal Pradesh Vs. Suresh Kumar Verma reported as JT 1996 (2) SC 455, it has been held that appointment of Daily Wages basis is not an appointment to a post according to the Rules and cannot give any protection to re-engage such person in any work or to appoint them against the existing vacancies. Therefore, also, assuming without admitting that if the workmen had worked on some days are not entitled to any relief from this Hon'ble Tribunal.

It is specifically denied that the workmen joined the management w.e.f. 10-8-1994 as Security Guards. They have to put to strict proof of their contention. They are called upon to produce the letter of appointment. In 1994 BSNL was not yet created but it was the department of Telecom and as such being a Government Department without following the Recruitment Rules nobody could have been employed and as the factum of employment itself is false the question of their drawing monthly wages of Rs. 2650/- per month does not arise. They are called upon to produce the salary slip or the cheque particulars if issued by the management on every month. The workmen have also failed to produce any such proof of employment even before the Conciliation Officer. And without substantiating even the basic relationship of employer-employee the present reference has been made mechanically without any application of mind.

That the workmen were never appointed by the management the averments made in the para under reply are out of place and the question of their work and conduct being satisfactory during the period of employment, The workmen are called upon to produce the records maintained by them as alleged showing their satisfactory work and conduct. The management reserves its right to file proper reply to the said averment if the workmen produce such documents.

It is denied that the alleged Demand Notice can be read as part of this claim. In any case the contents of Demand Notice are as false and frivolous as the present claim and hence denied. No. copy of Annexure-A has been supplied to the management along with the claim.

It is denied that the management terminated the services of the above named workmen w.e.f. 1-9-2002 by any verbal order. As has been repeatedly said that the workmen were never appointed by the management therefore, there is no basis for alleging that their services were terminated by the management. Since there is no appointment there is no question of refusal of duty and since there is termination of any service by the management. There is no question of violation of any provisions including Section 25-N and 25-G of the Industrial Disputes Act, 1947. It is denied that after alleged termination of the present workmen services, some new employees have been appointed. Both the allegations of their termination as well as new appointment are hypothetical and concocted.

That in the absence of any termination in the present case the allegations of the alleged hypothetical termination being wrongful, illegal, against the principles of natural justice, malafide and a case of vindictiveness unfair labour practice is specifically denied. It is denied that the workmen are entitled to reinstatement with any consequential benefits. The prayer clause is misconceived, hence, denied. The workmen are not entitled to get any relief from this Hon'ble Tribunal.

In view of the above facts and circumstances stated above, the claims filed by the workmen are liable to be rejected with costs.

The workmen applicants have filed rejoinder. In their rejoinder they have reiterated the averments of their Claim Statement and have denied most of the paras of the Written Statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

The cases of the workmen are almost the same except the date of engagement and disengagement. Cross-examination of 22 workmen has been taken. All the workmen except S/Shri Mahesh (ID No. 53/2004), Mukesh (ID No. 56/2004), Amar Singh (ID No. 90/2004), and Shri Harinder Singh (ID No. 18/2004) have filed affidavit in support of their claim. It was decided that the evidence of these workmen will be read in all the cases. From the management side also only one management witness has been examined. It was decided that his evidence will be read in the other connected cases.

Heard arguments from both the sides and perused the papers on the record.

From perusal of the pleadings of the parties the following issues arise for determination.

1. Whether there is employer-employee relationship between the workmen and the management?
2. Whether the workmen are entitled for regularization or reinstatement?
3. The amount of back wages?
4. Relief if any?

It was submitted from the side of the management that the workmen have filed photocopies of attendance sheets verified by sub-Divisional Engineer and one photocopy verified by the SDE, Telecom, Faridabad the other photocopies of attendance sheets have been verified by the Supervisor of the management.

The management has not filed any paper in support of the Written statement.

The management witness has admitted that "I have not filed any document other than the Written Statement and the affidavit".

It becomes quite obvious that the management has not filed copy of even contract agreement with the contractor and documents regarding payment to the contractors. The workmen have filed attendance sheets to show their presence. The management has not denied the photocopies of attendance sheets filed by the workmen. There is no endorsement of denial. The management witness has not stated in his cross-examination that photocopies are not true copies of the original attendance sheets. The original attendance sheets are in the possession of the management. So the workmen cannot be expected to file the same. The workmen have filed attendance sheet from January, 1996 to January, 1998. These attendance sheets are admissible in evidence as the originals are in the possession of the management. This proves the fact that the workmen have worked in the premises of the management as Security Guards continuously from January, 1996 to January, 1998.

The case of the workmen is that they were engaged in 1994, 1995, 1996, 1997, 1998 and they have worked continuously till 1-9-2002. The chart of the duration of work of the workmen has been given.

The workmen have deposed that they worked under the supervision and control of the management. Duty was assigned to the workmen by the Junior Engineer of the management. It was the burden of the management to prove that the contractors have made payment to the workmen. No such paper in proof of the payment being made by the contractors to the workmen has been filed by the management.

It was further submitted that there was no contract agreement between the contractors and the management. The workmen were taken directly by the management. The contractors were mere name lender. They got some commission.

In case of real contract there is agreement between the management and the contractor for supply of workmen on certain terms and conditions. Wages are to be paid by the contractor. EPF is to be deposited by the contractor. The workmen are enrolled in ESIC. The management has not filed any paper to prove that EPF was deducted from the wages of the workmen and their names were registered by the contractors under the ESIC Scheme. No such document has been filed. This proves that there was no contract in existence and the workmen worked directly under the control and supervision of the management. The workmen cannot be expected to file slips of EPF and the Registration Card under ESIC. These are material documents for a valid contract but no such document has been filed by the management. The workmen have filed photocopies of attendance sheets verified by the Sub-Divisional Engineer, SDE and the Junior Engineer and these documents have not been denied by the management. So it stands proved that the workmen have worked from 1994 onwards as has been specified in the chart of tenure of work of the workmen. It also stands proved that the management has been making payment directly. There is no contractor even as name lender. No EPF has been deposited. The workmen have not been registered under ESIC Scheme. The management has committed grave violation of the provisions of the ID Act, 1947, PF Act and even ESIC. Such practice has been held as unfair labour practice under ID Act, 1947.

My attention was drawn to several directions of the Hon'ble Supreme Court regarding the circumstances in which such workmen are to be treated as the employees of the employer directly. It was further submitted that the Tribunal has to examine relationship between the management and the workmen. It is to be examined whether there exists master and servant relation or not.

It has been held in 1999 Lab IC 825 that the Tribunal can give findings that contract between the Company and its contractors is sham and bogus. The finding will not obviously abolish the contract labour system so the matter referred to here is regarding the factual finding whether contract is sham and bogus. There is no reference regarding abolition of contract labour.

It was submitted from the side of the workmen that the CLRA 37 of 1970 is an Act to further social welfare and general interest of the community. The contract labour is to be abolished whenever the contract is found sham and not genuine. In the instant case the contractor is only name giver. The workmen worked under the control and supervision of the management. There is no proof that money is paid to the contractor and the contractor pays to its workmen. The management makes payment of wages to the workmen directly.

It has been held by the Hon'ble Supreme Court in AIR 1986 SC 1-workman ARI Ltd. Versus ARI Ltd. Bhaw Nagar that the Tribunal has jurisdiction to examine the

reality behind the facade of paper arrangement of contract labour system so according to the judgment of the Apex Court the Tribunal can examine the genuineness or otherwise of the contract labour.

It was further submitted that the management is an instrumentality of the Central Government. They are charged with the duties of discharging their functions in a fair and just manner. They are expected to act justly and fairly and not arbitrarily or capriciously. The management has not been acting fairly impartially and reasonably.

The Hon'ble Supreme Court in AIR 2001 SC 3527 has held that the industrial adjudicator will have to consider the question whether the contract has been interposed either on the ground of having undertaken to produce any given result for the establishment or supply of contract labour for the work of the establishment under the genuine contract or whether it is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefits there under. If the contract is not genuine the alleged contract labour should be treated as the employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment.

It has been held in AIR 1953 SC 404 that if a master employs a servant and authorizes him to employ a number of persons to do a particular job and to guarantee their fidelity and efficiency for cash consideration, the employees thus appointed by the servant will be equally with the employer servant of the masters. In the instant case there is no servant to employ a number of persons. The name of the contractor is fake one.

It has been held in 1997 AIR SCW Page 430 that the industrial adjudicator should decide whether there is valid contract or it is a mere ruse/camouflage and if it is found that the contractor is only a name lender the management should be directed to regularize the workmen.

In JT 2003 (1) SC 465 — the Hon'ble Supreme Court has held that industrial adjudication is appropriate remedy for the alleged contract workers.

In (2000) 1 SCC 126—the Hon'ble Supreme Court has held that there are multiple pragmatic approach/factors which should be considered in deciding employer and employee relationship. According to the criteria there should be control and integration. The management has doubtless control over the alleged contractor's men as they work in the establishment of the management. They are integrated to the service of the management. There are no terms and conditions of the contract so there is master and servant relationship. The creation of contract labour is only sham and camouflage and the employer cannot be relieved of his liabilities.

In JT 1999 (2) SC 435 - the Hon'ble Supreme Court has held that if the work is of perennial nature or of sufficient duration, contract workers shall be considered to be the

direct employees of the management and they are entitled to be absorbed permanently as employees of the management.

The work in the instant case, no doubt, is of perennial nature as the workmen have been continuously working since 1994. It is for sufficient duration. So the alleged contractor's men will become the servant of the management. In order to veil this reality the management is giving the name of several contractors every year. The management is doing violent injustice to the workmen. They have been deprived of the facilities and emoluments of regular employees. The intermediary has been introduced in order to deprive the workmen of their rights. The work is not of seasonal nature. Such workmen should not be deprived of their legitimate right.

It was submitted from the side of the management that the workmen are the contractor's men and this Tribunal has no jurisdiction to regularize the workmen. Only the Central Government can abolish the contract labour and direct for regularization of the contractor's men. There is no merit in the argument of the management. The Hon'ble Supreme Court in a Catena of cases has decided that it the duty of industrial adjudicator to examine and give findings whether contract is sham and a mere camouflage to evade the responsibility of the management.

In Pollock Law of Torts a servant and an independent contractor has been defined as under : —

The distinction between a servant and a independent contractor has been the subject matter of a large volume of case-law from which the text-book writers on torts have attempted to lay down some general tests. For example, in Pollock's Law of Torts, (Pages 62 & 63 of Pollock on Torts, 15th Edn.) the distinction has thus been brought out :

"A master is one who not only prescribes to the workman the end of his work, but directs or at any moment may direct the means also, or, as it has been put, retains the power of controlling the work, a servant is a person subject to the command of his master as to the manner in which he shall do his work..... An independent contractor is one who undertakes to produce a given result but so that in the actual execution of the work is not under the order or control of the person for whom he does it, and may use his own discretion in things not specified before hand....."

In Salmond's Treatise on the Law of Torts the distinction between a servant and independent contractor has been indicated as under :—

"What then, is the test of this distinction between a servant and an independent contractor ? The test is the existence of a right of control over the agent in respect of the manner in which his work is to be done. A servant is an agent who works under the supervision and direction of his employer; an independent contractor is one who is his own master. A servant is a person engaged to obey his employer's

orders from time to time; an independent contractor is a person engaged to do certain work, but to exercise his own discretion as to the mode and time of doing it — he is bound by his contract, but not by his employer's orders."

In the instant case the workmen performed the duties of watch and ward under the supervision, direction and the presence of the employer and not of the contractor. The security purposes of watching and guarding the premises of the management is perennial in nature. The management retains the power of controlling the work so the workmen are the employees of the respondent/management.

The test regarding independent contractor and intermediaries have been laid down in *Hussainabhai, Calicut V. the Alath Factory Thezhilali Union Kozhikode* (AIR 1978 SC 1410 (3 Judges)) "the true test may, with brevity, be indicated once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom the workers have immediate or direct relationship ex contract is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that "the real employer is the management, not the immediate contractor. Myriad devices, half-hidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the like may be resorted to when labour legislation casts welfare obligations on the real employer, based on Articles 38, 39, 42, 43 and 43-A of the Constitution. The Court must be astute to avoid the mischief and achieve the purpose of the law and not be misled by the maya of legal appearances."

This case law has been affirmed by the Constitution Bench Judgment in *Steel Authority of India*. In case the security job chokes off, the workmen would be laid off. Such contract is prohibited; it is not a contract for a given result.

My attention was drawn to the Constitution Bench Judgment in *Scale (2006) 4 Scale* by the management. It has been held in this case as under :—

"A. Public employment in a sovereign socialist secular democratic republic, has to be as set down by the Constitution and the laws made thereunder. Our constitutional scheme envisages employment by the Government and its instrumentalities on the basis of a procedure established, in that behalf. Equality of opportunity is the hallmark and the Constitution has provided also for affirmative action to ensure that unequals

are not treated equals. Thus, any public employment has to be in terms of the constitutional scheme.

B. A sovereign government, considering the economic situation in the country and the work to be got done, is not precluded from making temporary appointments or engaging workers on daily wages. Going by a law newly enacted, the National Rural Employment Guarantee Act, 2005, the object is to give employment to at least one member of a family for hundred days in an year, on paying wages as fixed under that Act. But, a regular process of recruitment or appointment has to be resorted to, when regular vacancies in posts, at a particular point of time, are to be filled up and the filling up of those vacancies cannot be done in a haphazard manner or based on patronage or other considerations. Regular appointment must be the rule".

It was submitted that in view of this Constitution Bench Judgment an employee cannot be regularized even if he has worked for any number of years.

My attention was drawn to another Constitution Bench Judgment—Steel Authority of India. It has been held as under :—

"Where a workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workmen. But where a workman is hired in or in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workmen for any work of the establishment, a question might arise whether the contract is a mere camouflage as in *hussainabhai Calicut's case* (supra) and in *Indian Petrochemicals Corporation's case* (supra) etc.; if the answer is in the affirmative, the workmen will be in fact an employee of the principal employer, but if the answer is in the negative, the workmen will be a contract labourer."

In the instant case the workmen have not been hired in connection with the work of a contractor but they have been hired by the contractor for the work of the respondents. So in the instant case there is contract of service between the principal employer and the workmen. In view of the judgment the workmen become the employees of the management..

The Constitution Bench Judgment of Steel Authority of India is squarely applicable in the instant case. In *JT 2001 (7) SC 268* it has been held that "121(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of Contract Labour or otherwise, in an industrial dispute brought ICC before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given

result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned."

It has been held in this case that whether there is prohibition of contract labour or otherwise the industrial adjudicator will have to consider the question and in case the contract appears ruse and camouflage to evade compliance with various beneficial legislations the so called contract labour will have to be treated as the employee of the principal employer and he shall be directed to regularize the services of the contract workers.

Engagement of contract workers for perennial and regular nature of job is prohibited. The security function is a perennial nature of job. So long as the respondents exists there would be need of security for them, so the work is of existing, continuous and perennial in nature for such work contract workers cannot be employed.

"According to well recognition definition of contract it is an agreement for a given result. The result should be visible. Contract labourers can be engaged for the work of contractor only and not for the work of any establishment. In the present case the work is of the establishment and not of the contractor. The term supply of labour by a contractor is against human dignity. No one can be a supplier of human labour to any establishment. It is the duty of State to give employment to its citizens and not of the contractors. Contractors cannot supply labour to any establishment.

In view of the above discussion it becomes quite obvious that the contractor is only a label of a bottle. This label is changed from time to time but the contents of the bottle always remain the same. The contractors have been changed and the workmen have been retained. Such a system is in-human.

It was submitted from the side of the management that the Security Personnels provided by the agency are in no way connected with the recruitment procedure of the management. They are the employees of the agency under the terms of employment either by DGR's guidelines or by terms of appointment if any settled by them with the agency. There is no privity of contract between the workmen deployed by the agency and the management. The management hires the services of agencies for Security Personnels. They cannot be deemed to be engaged by the management.

My attention was drawn to judgment of Hon'ble Division Bench of Delhi High Court - *M/s. Keshave*

Security Services Vs. Union of India and others WP (Civil) No. 3917/02.

It was submitted that the workmen have been engaged under the judgment of the Hon'ble Delhi High Court. The real judgment and directions of the Hon'ble Apex Court have been cited above. It is settled law that contract labour cannot be utilized for a work perennial in nature or of sufficient duration. The work of Security watch and engagement of Security Personnels is a job of continuous and perennial in nature. Contract Labours cannot be engaged for such functions. The law cited above by the management is not applicable in view of the judgment of the Hon'ble Apex Court in the present case.

As per Section 10(1) of the Contract Labour (Regulations and Abolition) Act, 1970, the contract workers cannot be engaged for a work of perennial nature and of sufficient duration. Engagement of contract men for a regular nature of work is prohibited by legislation. There can be no valid government policy in violation of this section by the government or by any DGR. In case there are settled rules no policy decision can be taken against the rules. Engagement of contract workers for perennial nature of work has been prohibited by Section 10(1) of the Act, 1970. The workmen have been engaged in absolute violation of this provision.

It has been held in 2001 SC and in several other judgments cited above that in case there is contract of service the workmen become the employees of the employer. In the instant case the workmen worked for the respondents and not for the contractors. They have worked in the premises of the management and payment has been made to them by the management. Attendance of these workmen has been taken by the management.

There is not even a facade of papers of contract arrangement. No paper regarding contract has been filed. All the workmen have worked for a long till their disengagement. They have worked for the periods mentioned against their names in the chart. They have become the direct employees of the employer. The management has not followed the statutory rules and has not acted within the parameters of law. Labour Legislations casts welfare obligation on the real employer.

In the facts and circumstances of the case the workmen have worked regularly for the period mentioned against their names in the chart.

They have worked for 240 days in many years directly under the supervision and control of the management. They have become the employees of the management by operation of law. This issue is decided accordingly.

Issue No.2. There are two references governing the cases of the workmen. One is for regularization and other is for declaring the termination of the services illegal and reinstatement.

The workmen have not worked for 8 years or more than 8 years. So in view of the judgment of the Hon'ble Apex Court 2006 (4) Scale they do not deprive regularization.

The workmen have not completed 10 years of service so there is no question of any feasibility of their regularization.

The workmen have worked for 240 days continuously from in between 1994 up to 2002.

My attention was drawn by the Ld. Counsel of the workman to 2000 LLR 523 State of UP and Rajender Singh. The Hon'ble Apex Court ordered for reinstatement with full back wages as the services of the daily wager cleaner who worked for 4 years was dispensed with without following the procedure for retrenchment. In the instant case also no retrenchment compensation has been paid. This case law squarely covers the instant case.

It has been held in 1978 Lab IC 1668 that in case service of a workman is terminated illegally the normal rule is to reinstate him with full back wages.

My attention was further drawn to AIR 2002 SC 1313. The Hon'ble Supreme Court has held that daily wager even if serving for a short period should be reinstated.

It was submitted from the side of the workmen that in the instant case Section 25 F, G of the ID Act is attracted. In section 25 of the ID Act it has been provided that if a workman has performed 240 days work and if the work is of continuous and regular nature he should be given pay in lieu of notice and retrenchment compensation.

It has been held by the Hon'ble Apex Court that there is no cessation of service in case provisions of section 25 F are not complied. In the instant case no compensation has been paid to the workmen who have continuously worked for the period mentioned in the chart.

It was further submitted that section 25 T provides that the management should not indulge in unfair labour practice. Section 25 U provides that a person who commits any unfair labour practice will be punishable with imprisonment for a term which may extend to six months or with fine, which may extend to Rs. 1000 or with both. The intention of the legislature in enacting 25 T and 25 U is obvious. The legislature wanted that in case Casual and Badlis are engaged for a long period, it amounts to unfair labour practice. There is punitive clause for committing unfair labour practice.

It was submitted from the side of the workman that Vth Schedule of the ID Act specifies some practices as unfair labour practice. The Vth Schedule clause 10 provides the criteria for ascertaining unfair labour practice. It is extracted as hereunder :—

“To employ workman as Badlis, Casuals or temporaries and to continue them as such for years with the object of depriving them of the status and privilege of a permanent workman.”

Clause 10 of the Vth Schedule stipulates that in case the workmen are employed as Casuals, Badlis or Temporary and they are continued as such for years, it will amount to unfair labour practice. In the instant case the workman has been continued as casual and temporary for 8 years. It establishes to the hilt that the respondent management has committed unfair labour practice. The workman has been engaged for 8 years as casual and temporary and thereafter he has been removed. He has not been paid retrenchment compensation.

It was submitted that Section 25 F, G, T, U and Clause 10 of the Vth Schedule of the ID Act have been deliberately violated.

In case retrenchment compensation is not paid Section 25 F of the ID Act is attracted. There is no cessation of services. They are deemed continued in service in the eye of law. In case there is breach of Section 25 F the service is continued and reinstatement follows as a natural consequence. ID Act, 1947 has been enacted to safeguard the interest of the workmen belonging to poor segment of society. It appears that legislature wanted that such workmen should not be harassed unnecessarily so Section 25 F, U, T and Clause 10 of Vth Schedule have been enacted. The objects and reasons of ID Act, 1947 shows that the respondent management should not be permitted to indulge in any unfair labour practice. The workman should not be engaged for years and then he should be removed all of a sudden. There is provision of retrenchment compensation for his removal. Retrenchment compensation is for compensating him otherwise so that he can survive long interregnum of unemployment. In the instant case no retrenchment compensation has been paid.

It was submitted from the side of the management that the Hon'ble Apex Court in 2006 (4) Scale has put down a complete ban on regularization and reinstatement. The Hon'ble Apex Court has held that employment can only be made on the basis of procedure established in that behalf envisaged by the Constitution. Equality of opportunity is the hallmark and the Constitution enshrines affirmative action to ensure that unequal are not treated equals. So public employment should be in terms of constitutional scheme.

It was further submitted that the Constitution Bench Judgment has afforded a right according to which the government is not precluded from making temporary appointments or engaging workers on daily wages.

The Hon'ble Apex Court has not declared the provision of ID Act un-constitutional. The Government has got no license to make always appointment of daily wagers and to continue them for life time. Fixed term tenure appointments and temporary appointments cannot be the rule of public employment. At the time of making temporary appointments Articles 14, 16, 21, 23, 226 & 309 are infringed. There is no constitutional mandate that the government is

at liberty to go on giving fixed term appointments for the entire tenure of service of an employee.

No such Article of the Constitution has been pointed out under which the Government or Public Sector units can continue incessantly to give temporary and fixed term appointments again and again. Since fixed term appointments and temporary appointments are not governed by any constitutional scheme, such discrimination will amount to vicious discretion. The Government of Public Sector unit will go on resorting to the method pick and choose policy and give temporary and *ad hoc* appointments to their favorites and thus the principles of equality enshrined in the Constitution will be given a go bye. Such is not the intent of the Hon'ble Apex Court. However, in this judgment the provision of the ID Act governing the services of the workman have not been declared un-constitutional. Reinstatement is the remedy provided in the ID Act for breach of several provisions enumerated therein or for breach of service rules provided in various labour welfare legislations.

Section 11 A of the ID Act stipulates that in case the Tribunal is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstance of the case may require. According to this benign provision this Tribunal has the authority to set aside the order of discharge or dismissal and reinstate the workman on the terms and conditions as it thinks fit.

A three Judges bench of the Hon'ble Apex Court has held in 1993 II - LLJ that termination of services affects the livelihood of not only of the employee but also of the dependents. So in case of illegal termination of service the workman should be reinstated.

In (1997) 11 SCC 521 the Hon'ble Apex Court found the termination valid as the appointment was for specified period of two months.

Reinstatement should not be misconceived as regularization. By the order of reinstatement the *status quo ante* of the workman is restored. He is given back wages in order to compensate him for his illegal dis-engagement. This is a special remedy provided in ID Act and it has not been annulled and set aside by any judgment of the Hon'ble Apex Court. The provisions of the ID Act are still constitutional and they are to be given effect too.

It was submitted from the side of the workmen that they have worked continuously in many years. They have not been engaged by any contractor. There is no cessation of their service. They shall be deemed continued in service in the eye of law. In such circumstances they are entitled to

reinstatement. It is admitted case that the workmen have not been paid retrenchment compensation.

It was submitted from the side of the workmen that in view of AIR 2001 SC 672 the workmen should be reinstated in service as their services have been illegally terminated.

They should be reinstated on the post they worked. This issue is decided accordingly.

Issue No. 3 : It was submitted from the side of the workmen that they have been out of employment all along. They are earning their bread and butter somehow or the other. They are entitled to full back wages.

The payment of back wages having discretionary element involved it is to be dealt with the facts and circumstances of the case. No definite formula can be evolved.

In 2004 VIII AD SC 444 the Hon'ble Apex Court upheld the order of reinstatement with 25% back wages.

In 1978 Lab IC 1968—three Judges Bench of the Hon'ble Apex Court held that payment of full back wages is the normal rule. In case services have been illegally terminated either by dismissal or discharge or retrenchment, in such circumstance the workman is entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. In the instant case the workman was always ready to work but he was not permitted on account of invalid act of the employer.

In AIR 2002 SC 1313 the Hon'ble Apex Court reduced the back wages to 25%.

In 2005 IV AD SC 39—three Judges Bench of the Hon'ble Apex Court held that reinstatement with full back wages is justified. In this case the workman has performed more than 240 days work and he has been retrenched without payment of compensation and pay in lieu of notice.

It was submitted from the side of the management that reinstatement is not the only remedy. In such cases the workman may be given compensation. Section 11 A of the ID Act, 1947 provides that in case of dismissal or discharge is found illegal reinstatement should be ordered. It has been held in a catena of cases by the Hon'ble Apex Court that reinstatement with full back wages is the normal rule. The statute provides for reinstatement. In certain exceptional cases where the undertaking has been closed down or it has become sick there may be order for payment of compensation.

It is true that in 2006 (4) Scale the Constitution Bench of the Hon'ble Apex Court has held that Government is not precluded from making temporary and *ad hoc* appointments. The Government can make temporary, *ad hoc* and Daily Wager appointments but the postulates of Section 25 F of the ID Act, 1947 are to be complied with.

It has been held in Issue No.1 that the workmen are the direct employees of the management and contract is

camouflage. The workmen should have been paid retrenchment compensation while terminating their services.

Reinstatement is not regularization. There is difference between regularization and reinstatement. When order terminating the services of a workman is struck down it is as if the order had never been passed. It must ordinarily lead to reinstatement. In the instant case reinstatement will not cause any hardship to the management. The work is of continuous and regular nature. The work of Security Watch and Guard is still being carried on in the management. Where legislation is designed to give relief against certain kinds of mischiefs the Court has to give relief. In the instant case the services of the workmen have been terminated without payment of retrenchment compensation.

In the instant case the workmen have legal right to continue in service in terms of provisions of Section 25 F of the ID Act, 1947.

The termination of the workmen in the instant case does not fall within the exception of Section 2 (00) (bb) of the ID Act, 1947. Therefore, termination is retrenchment. It is not valid one, hence Section 25 F of the ID Act, 1947 are attracted.

In the instant case the workmen have discharged the duties of Security Guards, Chowkidar and Gunman. The management has not taken the plea that the workmen are employed elsewhere in any establishment. The workmen have filed affidavit that they are out of employment and they are depending for their livelihood on their kith and kin.

In the facts and circumstances the workmen are entitled to get 50% back wages. This issue is decided accordingly.

Issue No. 4 : It has been held that there is employer-employee relationship between the management and the workmen, contract is sham. The workmen have worked for 240 days in many years. They have not been paid retrenchment compensation and one month's pay in lieu of notice in compliance of Section 25 F of the ID Act, 1947. So the workmen are entitled to get 50% back wages.

The reference is replied thus :

The action of the management of GMTD, BSNL, Faridabad in terminating/disengaging the services of S/Shri Attar Singh, S/o. Shri Budh Singh w.e.f. 01-09-2002, Tej Ram, Guard w.e.f. 01-09-2002, Bharat Singh, Guard w.e.f. 01-09-2002, Parveen Kumar, Guard w.e.f. 01-09-2002, Daryab Singh w.e.f. 01-09-2002, Kanwar Pal, Guard w.e.f. 01-09-2002, Charat Singh, Guard w.e.f. 01-09-2002, Ashok Kumar, Guard w.e.f. 01-09-2002, Inder Veer w.e.f. 01-09-2002, Brij Pal, Guard w.e.f. 01-09-2002, Bharat Singh w.e.f. 01-09-2002, Mahesh Chand, S/o. Shri Chandi Ram, Guard w.e.f. 01-09-2002, Rajpal Singh, S/o. Shri Chanda Ram w.e.f. 01-09-2002, Mahipal S/o Shri Arami w.e.f. 01-09-2002,

Mukesh S/o. Shri Harikesh, Guard w.e.f. 01-09-2002, Sunder Singh, S/o Shri Ramesh, Gunman w.e.f. 01-09-2002, Udai Vir, S/o Shri Attar Singh, Guard w.e.f. 01-09-2002, Vikram Singh, S/o. Shri Chander Mal, Gunman w.e.f. 01-09-2002, Kumar Pal, S/o Shri Samrath Singh, Ved Pal, S/o Shri Harish Chander, Ram Shankar Verma, S/o Shri Rajna Verma, Sanjay Kumar, S/o Shri Ramphal Singh w.e.f. 01-09-2002, Surinder Singh, S/o Shri Ram w.e.f. 01-09-2002, Birpal, S/o Shri Arami, Guard w.e.f. 01-09-2002, Devinder, S/o Shri Arami, Guard w.e.f. 01-09-2002, Kumar Pal, S/o Shri Shyam Lal w.e.f. 01-09-2002, Mam Chand, S/o. Ram Sawroop w.e.f. 01-09-2002, Hari Om Gupta, S/o Shri Babu Ram w.e.f. 01-09-2002, Amar Singh, S/o Shri Ami Lal, Guard w.e.f. 01-09-2002, Shyam Lal, S/o Shri Aji Ram w.e.f. 01-09-2002, Desh Raj, S/o. Shri Rati Ram w.e.f. 01-09-2002, Hari Chand, S/o. Shri Sumer Chand w.e.f. 01-09-2002, Balbir Singh, S/o Shri Khajan Singh w.e.f. 01-09-2002, Rohtash Kumar, S/o Shri Ramphal Singh w.e.f. 01-09-2002 and Shri Mam Raj, S/o Shri Ghasitta, Guard w.e.f. 01.09.2002 without complying with the provisions of ID Act, 1947 and non-conferring of temporary status on them in accordance with the DOPTS Scheme of September, 1993 and thereby non-regularizing their services in terms of provisions of CL (R&A) Act, 1970, employed through Security Contractors Viz. Mis. Luxman Security Agency, M/s. Keshav Security Services, M/s. Anuradha Security Services is neither just nor fair nor legal. The management is directed to reinstate all the above named workmen applicants except S/Shri Mahesh (ID No.53/2004), Mukesh (ID No.56/2004) and Shri Amar Singh (ID No. 90/2004) because these three workmen have not filed their affidavits along with 50% back wages w.e.f. 01-09-2002 and make payment of the entire arrears within two months from the date of publication of the award.

The termination of services of S/Shri Harinder Singh, Security Guard w.e.f. 01-09-2002, Gopal, Security Guard w.e.f. 01-09-2002, Narendra, Security Guard w.e.f. 01-09-2002, Bhagat Singh, Security Guard w.e.f. 01-09-2002, Roop Ram, Security Guard w.e.f. 01-09-2002, Tejveer, Security Guard w.e.f. 01-09-2002, Sanjay, Security Guard w.e.f. 01-09-2002, Satveer Singh, S/o. Shri Hari Ram, Guard and Shri Sher Singh, S/o. Shri Harchanda Nagar, Guard w.e.f. 01.09.2002 by the management of BSNL, Faridabad is neither just nor legal. The management is directed to reinstate all the above named workmen applicants except Shri Harinder Singh (ID No. 18/2004) because this workman has not filed his affidavit along with 50% back wages w.e.f. 01-09-2002 and make payment of the entire arrears within two months from the date of publication of the award.

Award is given accordingly.

Date: 04-12-2006

R. N. RAI, Presiding Officer

नई दिल्ली, 13 दिसम्बर, 2006

का.आ. 54.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, एल. आई. सी.

ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अर्नाकुलम के पंचाट (संदर्भ संख्या 235/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-2006 को प्राप्त हुआ था।

[सं. एल-17011/22/1999-आई.आर. (बी.-II)]

राजिन्दर कुमार, डेस्क अधिकारी

New Delhi, the 13th December, 2006

S.O. 54.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 235/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of LIC of India and their workmen, received by the Central Government on 13-12-2006.

[No. L-17011/22/1999-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM

PRESENT:

Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Friday the 1st day of December, 2006)

I.D. 235/2006

(I.D. 8/2000 of State Labour Court, Ernakulam)

Union

: The General Secretary,
L.I.C. Employees Union,
Ernakulam Division
C/o LIC of India,
Divisional Office Jeevan
Prakash,
M. G. Road,
Ernakulam-682 011.

Adv. Shri Ashok M. Cheriyan

Management

: The Divisional Officer,
L.I.C. of India,
Divisional Office,
Jeevan Prakash,
M.G. Road, P.B. No. 1133,
Ernakulam-682 011.

Adv. Shri Lal George

AWARD

1. This is a reference made by Central Government under Section 10(1)(d) of Industrial Disputes Act, 1947 to this Court for adjudication. The reference is:

"Whether the action of the management of Life Insurance Corporation of India, Ernakulam Divisional Office in denying the Assistance of a Co-employee working in the same Divisional Office in the domestic enquiry pending against the workman Smt. K.T. Vishnukumari, Higher Grade Assistant, LIC of India, Branch Office Perumbavoor, Ernakulam division is legal and justified? If not, what relief is the workman concerned entitled to?"

2. When the matter came up for consideration the learned counsel for the union submitted that the domestic enquiry is over and punishment has been imposed on the workman. In the circumstances he is not pursuing the dispute under reference for the time being. An endorsement was made by the learned counsel to that effect on the claim statement. The management has no objection in disposing of the reference in the light of the submission of the learned counsel for the union.

3. In the result an award is passed closing the reference and finding that there is no subsisting dispute, but without prejudice to the right of the workman to challenge the findings and the punishment in the domestic enquiry.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 1st day of December, 2006.

P. L. NORBERT, Presiding Officer

APPENDIX : NIL

नई दिल्ली, 13 दिसम्बर, 2006

का.आ. 55.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स साउथ वेस्ट पोर्ट लि. के प्रबंधन के संबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-I, मुम्बई के पंचाट (संदर्भ संख्या 21/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-2006 को प्राप्त हुआ था।

[सं. एल-36011/2/2006-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th December, 2006

S.O. 55.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2006) of the Central Government Industrial Tribunal-cum-Labour Court No.-I, Mumbai as shown in the Annexure in the Industrial Dispute between the management of M/s. South West Port Ltd., and their workmen, received by the Central Government on 13-12-2006.

[No. L-36011/2/2006-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, MUMBAI

PRESENT

JUSTICE GHANSHYAM DASS, Presiding Officer

Reference No. CGIT-21 of 2006

PARTIES

Employers in relation to the management of
M/s. South West Port Ltd.

And

Their workmen

APPEARANCES

For the Management	:	Absent
For the Union	:	Mr. B. S. Bhosale, General Secretary, Transport and Dock Workers Union
State	:	Maharashtra

Mumbai, dated the 29th day of November, 2006.

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-36011/2/2006-IR(B-II) dated 9-6-2006. The terms of reference given in the Schedule are as follows:

"Whether the action of the management of M/s. South West Port Ltd., Goa in not regularizing the employment of Shri Raghoba Kotkar and 21 others w.e.f. 19-6-2004 as demanded by the Transport and Dock Workers Union, Goa vide their representations dated 26-10-2005 and 13-12-2005 is legal and justified and what relief the workmen are entitled for?"

2. The matter came up for hearing today. Mr. B.S. Bhosale, General Secretary, Transport and Dock Workers Union, Goa has moved an application for withdrawal of the reference on the assurance given out by the Administration of M/s. South West Port Ltd. No statement of claim is being filed by the Union. The request is being made for withdrawal of the reference.

In these circumstances, the reference is dismissed as prayed.

An Award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 13 दिसम्बर, 2006

का.आ. 56.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक

ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अर्नाकुलम के पंचाट (संदर्भ संख्या 129/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-2006 को प्राप्त हुआ था।

[सं. एल-12011/87/2002-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 13th December, 2006

S.O. 56.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 129/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of Union Bank of India and their workmen, received by the Central Government on 13-12-2006.

[No. L-12011/87/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT:

Shri P.L. NORBERT, B.A., LL.B., Presiding Officer

Monday, the 4th day of December, 2006

I.D. 129/2006

(I. D. 48/2002 of Industrial Tribunal, Kollam)

Workman/Union : The General Secretary,
Union Bank of India
Employees' Union (Kerala),
C/o Union Bank of India,
Regional Office: M.G. Road,
Thiruvananthapuram -695001.

Adv. Shri M. S. Vijayachandra Babu

Management : The Assistant General Manager,
Union Bank of India,
Regional Office: M.G. Road,
Thiruvananthapuram -695001.

Adv. Shri K. S. Ajaya Ghosh

AWARD

This is a reference made by Central Government under Section 10 (1) (d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is:

"Whether the action of the management of Union Bank of India in relation to their Chengannoor Branch in dismissing Shri K. K. Ravi, Daftary from service w.e.f. 31-3-2001 is justified? If not, what relief the workman concerned is entitled to?"

2. Though notice was issued to both sides the management alone entered appearance. Despite several chances afforded to the union to appear and conduct the case they failed to turn up. Therefore it has to be presumed that there is no subsisting dispute. The reference was made in 2002.

3. In the result an award is passed finding that the action of the management in dismissing Shri K. K. Ravi, Daftary from service w.e.f. 31-3-2001 is justifiable. No cost.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 4th day of December, 2006.

P.L. NORBERT, Presiding Officer

APPENDIX

Exhibits for the Management :

M1-Domestic Enquiry File in r/o Shri K. K. Ravi.

नई दिल्ली, 15 दिसम्बर, 2006

का.आ. 57.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या मि. एप्लिकेशन-05/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-2006 को प्राप्त हुआ था।

[सं. एल-40011/3/2003-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 15th December, 2006

S.O. 57.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. Misc. Appln. 05/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman which was received by the Central Government on 15-12-2006.

[No. L-40011/3/2003-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

SHRIKANT SHUKLA, Presiding Officer

Misc appln 05/2004

BETWEEN

The Org. Secretary
Bhartiya Mazdoor Sangh,
96/196, Old Ganeshganj,
Lucknow

AND

The Asstt. General Manager (Admn.)
BSNL, Deptt. of Telecom,
Gandhi Bhawan,
Lucknow

ORDER

The Government of India, Ministry of Labour, New Delhi vide its order No. L-40011/3/2003-IR (DU) dated 29-5-2003 referred the following dispute for adjudication to the CGIT-cum-Labour Court, Lucknow :

“Whether the action of the management of Chief General Manager, BSNL in not granting temporary status to Sri Jamsher S/o Sh. Munna w.e.f. 1st March, 1992 and not regularising his services is just and legal ? If not to what relief the workman is entitled ?”

Copy of the said order was endorsed to the Asstt. General Manager, BSNL, Deptt. of Telecom, Gandhi Bhawan, Lucknow and the trade union Organising Secretary, Bhartiya Mazdoor Sangh, Lucknow.

The Organising Secretary was asked to file statement of claim complete with relevant documents list of reliance and witnesses within 15 days, but the Organising Secretary of the workman did not file the statement of claim, therefore the notice were issued to Organising Secretary and the same was served on 24-7-03 but the Organising Secretary did not file the statement of claim. Notices were issued to the Asstt. General Manager, BSNL, Lucknow, but the Asstt. General Manager has also not filed the written statement and therefore no claim award was passed on 15-12-03 which was notified on 23-12-2003. The copy of the no claim award was sent to the Organising Secretary of trade union on 22-3-04.

Sri Ganga Vishnu Shukla Organising Secretary filed the application for restoration stating that on the date i.e. 15-12-03 the trade union could not file the statement of claim as the court passed no claim award at 12.30. The Organising Secretary has himself stated that representative of the trade union was out of station in March, 2004 and he waited for the award till April, 2004. It is further alleged that when the worker's representative could not received the award till 2nd Sept., 2004 he came to the Labour Court and got the information and thereafter he could obtain the copy of the award after filing draft. It is further stated that the worker could not get the copy of no claim award on 22nd Sept., 2004 and therefore he filed the application.

The opposite party has objected to the application wherein opposite party has denied the allegations of the worker. It is submitted that as per law the application for restoration is to be moved within a period of 30 days from the date of award and since the award was passed on 15-12-2003 and the restoration application was filed on 24-9-04, as such application is highly time barred.

Heard the argument of the parties present.

Learned representative of the opposite party has admitted that in the aforesaid case I.D. No. 63/03 both the parties did not file either statement of claim or written statement and he has no objection if the I.D. 63/03 is decided on merit after allowing the restoration application. However, in the circumstances of the case he has requested that the trade union should be ordered to file the statement of claim together with the documents and witness on which he relies so that I.D. 63/03 could be disposed of on merit as early as possible.

Trade union undertakes to file the statement of claim within a week, therefore the restoration application is allowed and the no claim award passed in reference order No. L-40011/3/2003-IR (DU) dated 29-5-03 is set aside provided the trade union files the statement of claim within a period of one week together with the list of documents and list of witnesses. Accordingly this application is disposed of.

SHRIKANT SHUKLA, Presiding Officer

LUCKNOW

1-12-2006

नई दिल्ली, 14 दिसम्बर, 2006

का.आ. 58.-केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के उपबंधों के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 2647, दिनांक 26-6-2006 द्वारा कोयला उद्योग जोकि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को प्रथम अनुसूची की प्रविष्टि 4 में शामिल है। को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 28-6-2006 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 28-12-2006 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा. संख्या एस-11017/2/2003-आई आर(पी एल)]

गुरजोत कौर, संयुक्त सचिव

New Delhi, the 14th December, 2006

S.O. 58.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of the clause

(n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 2647, dated 26-6-2006 the service in the Coal Industry which is covered by item 4 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a public utility service for the purpose of the said Act, for a period of six months from the 28th June, 2006.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a period of six months from the 28th December, 2006.

[File No. S-11017/2/2003-IR (PL)]

GURJOT KAUR, Jt. Secy.

नई दिल्ली, 15 दिसम्बर, 2006

का.आ. 59.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड वेस्टर्न बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 238/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/181/2003-आई. आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 15th December, 2006

S.O. 59.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 238/2003) of the Central Government Industrial Tribunal/Labour Court, Nagpur, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of United Western Bank Ltd. and their workmen, which was received by the Central Government on 14-12-2006.

[No. L-12012/181/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI A.N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. NGP/238/2003

Dated: 4-12-2006

Petitioner : Shri Ram Narayanrao Daoo C/o Arun Raghunathji Thakre, Ward No. 4, Near Virani Talkies, Wani, Post & Tah. Wani, Dist. Yavatmal (M.S.)

Versus

Respondent : The Branch Manager,
United Western Bank Ltd., Branch Wani,
Post & Tah. Wani, Dist. Yavatmal
(M.S.)

AWARD

1. The Central Government after satisfying the existence of disputes between Shri Ram Narayanrao Daoo C/o Arun Raghunathji Thakre, Ward No. 4, Near Virani Talkies, Wani, Post & Tah. Wani, Dist. Yavatmal [M. S.] Party No. 1 and The Branch Manager, United Western Bank Ltd. Branch Wani, Post & Tah. Wani, Dist. Yavatmal [M. S.] Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-12012/181/2003 [IR (B-I)] Dt. 30-10-2003 under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following Schedule.

2. "Whether the action of the management of United Western Bank Ltd., in terminating the services of Shri Ram Narayanrao Daoo, M. S. D. Agent on 31-05-1996 is legal and justified? If not, what relief applicant is entitled to?"

3. The reference came for hearing before the Tribunal on 4-12-2006. Today the petitioner is absent and on behalf of respondent its representative is present. It seems that the notices of this reference were issued to both the parties on 31-5-2005. On behalf of Management its representative is attending the Court. However, the petitioner i.e. workman Party No. 2 never appeared before this Court either in response to the notice issued by the Ministry or a notice issued by this tribunal. Right from 31-5-2005 it is pending for filing the Statement of Claim and till today even the statement of claim is not filed, though more than the year is lapsed. This indicates that the petitioner is not interested in prosecuting the reference as he is not attending the Court. Hence it is dispose of for his default and the reference is answer that the petitioner workman Party No. 1 Ramnarayan Daoo is not entitled for any relief and the action of the management is legal and proper.

Hence this award.

Dated: 4-12-2006

A. N. YADAV, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2006

का.आ. 60.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 54/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/55/2000-आई. आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 15th December, 2006

S.O. 60.—In pursuance of Section 17 Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/2000) of the Central Government Industrial Tribunal/Labour Court, Kanpur, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 14-12-2006.

[No.L-12012/55/2000-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRISURESH CHANDRA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SARVODAYA
NAGAR, KANPUR, U. P.**

Industrial Dispute No. 54 of 2000

In the matter of dispute between :

Sri Raj Bahadur Yadav,
S/o Sh. Bhagwati Prasad Yadav,
11/11 Mayo Road,
Allahabad

And

The Dy. General Manager,
State Bank of India, Zonal Office,
Varanasi.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide notification No. L-12012/55/2000/IR (B-I) dated 27-6-2000 has referred the following dispute for adjudication to this tribunal :—

“Whether the action of the management of State Bank of India, Zonal Office, Varanasi in terminating the services of Sri Raj Bahadur Yadav, Former messenger w.e.f. 11-8-99 is just and legal? If not, to what relief is the disputant entitled to?”

2. The case in short of the workman is that he is a bonafide and permanent employee of the opposite party as messenger w.e.f. 1-9-88 and his last drawn salary was Rs. 750 per month. The petitioner came into employment of the opposite party after interview and he was posted at bank's Sonbhadra Branch where he worked upto 28-11-88 and thereafter he worked at bank's branch situate at ITI Complex, Naini, Allahabad. It has been alleged that the services of the petitioner were dispensed by the opposite party bank without any reason w.e.f. 11-8-99. The action of the management while terminating the services of the petitioner orally is illegal and without jurisdiction. The action of the opposite party bank is further illegal in as much as opposite party did not comply with the provisions of Sections 25-F and 25-G of Industrial Disputes Act, 1947,

read with rule 42 of the said Act. On the basis of above pleadings it has been prayed by the workman that the action of the opposite party bank in terminating the services of the workman be held to be illegal and unjust and the workman be directed to be reinstated in the services of the bank with full back wages and all consequential benefits.

3. The claim of the petitioner is contested by the opposite party on variety of grounds inter alia, it has been pleaded by the opposite party in their written statement that there never existed relationship of employer and employee between the workman and the opposite party bank and that the petitioner was independent person/contractor having neither any supervision nor any control of the bank. The Petitioner is intending for back door employment in contravention of set rules and procedure for employment as in bank the employment (s) are made by recruitment board after proper identification of the vacancies, advertisement in the news paper, written test/ interviews and preparation of select list/wait list. It is further pleaded by the opposite party bank that by seeking ancillary casual engagement of private courier and besides doing his other usual and routine vocations and economic activities etc. at other places unconnected with the bank he cannot be allowed to allege his status of being protected under Section 25F of the I. D. Act. The alleged petitioner has never been under the bank's discipline and control including the time, hours and or manner performance/non-performance etc. nor were terms and conditions of service of the Bank applicable to him. It is also pleaded that messengers namely S/Sri Kallu Singh. Kabir Das and Smt. Asha Devi were already working with the I. T. I. Complex Branch of the bank during the period alleged claimant has reised his claim as such the claim is false baseless and liable to be dismissed. It has also been pleaded that the alleged engagement during the period 1-9-88 to 28-11-88 i.e. only for 89 days came to an end by the expiry of time fixed for the said casual engagement as such it does not fall within the term retrenchment and otherwise also the same cannot be considered to be continuous service in terms of Section 25-B of the Act. Apart from it the petitioner has availed chance under the bipartite settlement entered into between the bank and recognised union, he was interviewed and was placed at serial No. 202 in the panel to be utilised as and when vacancy arose within the period specified in the settlement.

4. On merit it has been pleaded by the opposite party that the petitioner was engaged for 89 days as a temporary messenger during the period 1-9-88 to 28-11-88 at bank's Shakti Nagar Branch and his engagement was for fixed term which came to an end by efflux of time as the engagement was not extended. The opposite party bank denied the working of the petitioner on the ground that the petitioner has concealed the material facts as to on which date he joined the branch at Naini ITI Complex Branch of the bank. The bank has alleged that after 10-8-99 the

petitioner was not given the private courier work, therefore, there was no occasion to terminate the services of the petitioner as alleged by him. It is further alleged by the opposite party that the opposite party bank has full authority to engage or disengage the private courier services rendered by the contractual person. It has also been pleaded by the opposite party bank that provisions of Industrial Disputes Act are not applicable in the case of the petitioner. Allegations of Unfair Labour practice has also been denied by the opposite party bank. The petitioner has no right or authority to claim any post under the opposite party bank and his prayer for reinstatement is without any basis. On the basis of above pleadings it has been prayed that the claim of the petitioner is devoid of merit and be rejected.

5. Rejoinder statement has also been filed by the petitioner but nothing new has been pleaded in it except reiterating the facts already alleged/pleaded by him in his statement of claim.

6. After exchange of pleadings between the parties, parties have lead oral as well as documentary evidence in support of their respective claims and counter claims. Whereas the petitioner himself has examined as W. W. 1. opposite party bank has examined its officer by name Sh. P. N. Dubey, Chief Manager, as M. W. 1.

7. Heard the arguments advanced by the contesting parties at length and have also perused the material and evidence available on record.

8. It has been contended by the representative for the opposite party bank that there never existed any relationship of employer and employee between the bank and the petitioner, therefore, question of terminating the services of the petitioner and applicability of the provisions of Industrial Disputes Act, 1947, does not arise. On the contrary it has been contended by the authorised rep. for the workman that there existed relationship of employer and employee between the parties as will be evident from the own pleadings of the opposite party bank. After going through the pleadings of the opposite party bank, tribunal finds substance in the arguments advanced by the representative for the workman/petitioner. Opposite party bank in para 7 of their reply under leading of preliminary objection has clearly admitted the engagement of the petitioner for 89 days as temporary/*ad hoc* basis during the period 1-9-88 to 28-11-88 and has also admitted the fact that the said engagement came to an end by efflux of time. In view of admitted position as above, it is held that there existed relationship of employer and employee between the opposite party bank and the petitioner/claimant. Therefore, the point is decided against the opposite party bank and in favour of the petitioner/claimant.

9. Next it will be seen as to what was the status of the petitioner as to whether he was rendering a courier

services to the opposite party bank as pleaded by the bank or he was working as a messenger with the opposite party bank upto 11-8-99 as pleaded by the petitioner and it has also to be seen as to whether the termination of the services is legal and just or not.

10. It has been argued by the representative for the opposite party bank that the petitioner was rendering courier services on contractual basis to the opposite party bank. The opposite party bank has filed documents per list dated 4-6-2001 in support of their contention which were marked as Ext. M. 1/1 to M. 1/4 and M. 2/1 to M. 2/20, M. 3/1 to M. 3/3 and M. 4/4 to M. 7., Ext. M. 1 to Ext. M. 1/4 are the attendance register of bank's Shakti Nagar Branch which indicates that the petitioner had worked as a messenger as alleged and admitted by the opposite party bank. Ext. M. 2/1 to Ext. M. 2/20 are the vouchers through which the petitioner claimant was paid his wages at the rate of Rs. 750 per month. The language used in these payment vouchers is one and the same to the effect that the workman has been paid charges for carrying the dak of the I. T. I. Complex Branch, Naini to State Bank of India, Main Branch, Allahabad. These payments vouchers are for the months of December, 97, January 98, Feb. 98, April. 98, May 98, June 98, July 98, August 98, September 98, Oct. 98, Nov. 98, Dec. 98, Jan. 99, Feb. 99, March 99, April 99, May 99, June 99, July 99, August 99. These payment vouchers are further indicative of the fact that workman has been paid his wages monthwise. From these vouchers it stands established that the petitioner workman worked continuously without any break from December, 1997 to August, 1999 i.e. much more than 240 days in each calendar year. It is also established that the services rendered by the workman falls within the ambit of Section 25-B i. e. 'Continuous Service' under the provisions of Industrial Disputes Act, 1947.

11. Workman in his statement on oath before the tribunal has stated that he was engaged as messenger on 1-9-88 at bank's Shakti Nagar Branch where he worked continuously upto 28-11-88. Workman has further stated that he worked with the opposite party bank at its Naini Branch at Allahabad upto 10-8-99, whereafter bank had terminated his services for which no written orders were issued in his favour. He has also stated that the work of messenger is of permanent nature. After termination of his services opposite party engaged Smt. Rani Devi at the post of messenger at Bank's I.T.I. Naini Branch who was junior to him. He has also stated that he worked continuously and that no notice, notice pay in lieu of notice or retrenchment compensation was paid to him at the time of termination of his service by the opposite party bank. He has also stated that at the time of termination of his services he was being paid Rs. 750 per month. In his cross examination the witness has admitted that no appointment letter was given to him. He has also admitted the fact that the period during which he worked with Naini branch of

the bank has not been mentioned by him in his statement of claim. Witness has denied the suggestion that he worked as courier during the period 1-11-97 to 10-8-99 and that had not worked as a messenger. Witness has further denied the suggestion of the bank that during the said period no work of messenger was taken by the bank. He has also admitted that regular messengers were used to get their salary at Rs. 3900 per month whereas he used to be paid Rs. 750 per month. Being afraid of the fact that he would be terminated he did not lodge any complaint before the higher officers of the bank. Witness has also denied the fact that he did not work for 240 days continuously.

12. M.W. 1 management witness Sri P. N. Dubey in his examination in chief on oath has admitted that he remained posted as I.T.I. Complex Branch, Naini as Branch Manager during the period 17-1-99 to 22-6-2006. Petitioner rendered courier service in the branch during the period 1-11-97 to 10-8-99. The petitioner used to be paid his courier charges through bills submitted by him originals of which has been brought by him photocopies of which is already on record, which has been marked as Ext. M 1 to Ext. M. 7. Petitioner was not appointed as messenger and on contractual basis workman was paid wages. Witness has denied the suggestion that petitioner was working at some other branch as messenger and from where he was transferred to Naini Branch of the bank. Witness has also denied the suggestion that the petitioner had ever worked as messenger at the branch or had ever completed 240 days of continuous services. In his cross examination the witness has admitted that the branch of the bank falls under Region IV of Zonal Office, Varanasi. Witness has denied the suggestion that the petitioner workman was ever engaged/appointed as messenger and that he was paid Rs. 750 per month as wages. After 10-8-99 the courier services were taken by one Shiva Kanti.

13. After giving anxious considerations to the above evidence of the parties oral as well as documentary the tribunal do not find any substance in the arguments advanced by the representative for the opposite party bank that the petitioner was engaged on contract basis to provide courier services. No such written contract on record. Even otherwise now a days it is a matter of common knowledge that charges for courier services are based on article wise whereas from the payment vouchers filed by the opposite party bank Ext. M. 2/1 to M. 2/20 it is quite obvious that the workman was paid his wages for the whole month at Rs. 750. If it is so, from the evidence available on record, tribunal is of the firm opinion that the language used in the payment voucher cannot change the character of the workman to treat him as courier service provider instead for all intent and practical purposes workman would be deemed to have worked as messenger. Witness W.W. 1 Sri Raj Bahadur Yadav in his cross examination has clearly denied the suggestion put by the bank that he was providing courier service to the bank and

was not working as messenger. It settled principle of law that oral agreement has no meaning in the eye of law unless the same is incorporated into writing between the parties. From this point of view and also that no such written agreement by means of which it was agreed upon between the parties that the workman will provide courier service to the bank, is available on record the tribunal is unable to believe the case as set up by the opposite party bank that the workman was providing courier services to the bank on contract basis. As against it workman has been able to establish his case beyond all reasonable doubt that he had worked with the opposite party bank as messenger at bank's I.T.I. Complex Branch situate at Naini, Allahabad, during the period 1-11-97 to 10-8-99.

14. Having concluded that the workman had worked as messenger during the period 1-11-97 to 10-8-99 at bank's Naini Branch at Allahabad now it will be seen if the termination of the services of the workman w.e.f. 11-8-99 is in breach of provisions of Section 25-F of Industrial Disputes Act and 25G of the Act. The workman in his evidence has categorically admitted the fact that at the time of termination of his services he was neither given any notice, notice pay in lieu of notice or retrenchment compensation as provided under Section 25F of I.D. Act. No cross examination of the workman on this point has been done by the opposite party bank to controvert the evidence of the workman. In the absence of cross examination on this point, the evidence of the workman goes uncontroverted. Under these circumstances, tribunal is left with no option but to hold that the termination of the services of the workman by the bank w.e.f. 11-8-99 is neither legal nor justified and the same is in breach of the provisions of Sec. 25-F of I.D. Act, the workman is thus entitled for his reinstatement in the services of the opposite party at the place from which he was retrenched. Workman has not adduced any evidence to effect that during the period when he remained out of employment he was not gainfully employed. Since the workman failed to discharge his obligation on this point he cannot be held entitled for wages for the period he remained out of employment.

15. Management witness in his cross examination has clearly admitted that after 10-8-99 some Shiva Kanti at the place of workman. In view of clear admission by the witness of the management it is held that the termination of the services of the workman is also in breach of provisions of Section 25-H of I.D. Act.

16. For the reasons explained above, termination of the services of the workman by the bank w.e.f. 11-8-99 is held to be illegal and unjust. Workman shall not be entitled for any back wages as no evidence has been adduced by him that he was not gainfully employed during the period he remained out of employment except for his reinstatement.

17. Reference is answered accordingly.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2006

क्र.आ. 61.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार किसान ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 117/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/269/97-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 15th December, 2006

S.O. 61.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (117/98) of the Central Government Industrial Tribunal/Labour Court, Kanpur, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kisan Gramin Bank and their workmen, which was received by the Central Government on 14-12-2006.

[No. L-12012/269/97-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SARVODAYA
NAGAR, KANPUR, U.P.**

Industrial Dispute No. 117/98

In the matter of dispute between :

Sri Sunil Kumar son of Netra Pal

Patparganj, Post Ujhani

District Badaun U. P.

AND

Management of Kisan Gramin Bank,

Hazaratpur,

District Badaun

AWARD

1. Central Government vide notification No. L-12012/269/97-IR (B-I) dated 30-6-98, has referred the following dispute for adjudication to this tribunal :

Kya Kisan Gramin Bank Hazaratpur Badaun Ke Prabandhan Dwara Sunil Kumar Putra Sri Netrapal Ko Dinank 16-9-96 Se Sewa Se Nishkasit Karna Vaidya Va Nyayochit Hai? Yadi Nahi To Karmakar Kis Anutosh Ka Adhikari Hai Tatha Kis Tithi Se?

2. It is common ground that the workman Sunil Kumar worked with the opposite party bank w.e.f. 25-9-95

to 14-9-96 continuously at the post of chaprasi-cum-messenger whereafter his services were terminated by the opposite party bank in breach of the provisions of the Industrial Disputes Act, 1947, therefore workman is entitled to be reinstated in the services at the post from which he was terminated. It is also the common ground that the workman during the period of his employment was paid his wages at the rate of Rs. 25/- per day.

3. It has been pleaded by the workman that he performed the regular duties of a peon in the bank during the tenure he served the bank. At the time of his termination from the services of the bank he had already completed much more than 240 days of continuous service still neither any notice, notice pay or retrenchment compensation was paid by the bank therefore the same amounts to retrenchment in the eye of law which is neither legal nor justified. Beside above it has also been pleaded by the workman that several juniors and fresh hands were retained in the service of the bank while he was terminated from the services of the bank, therefore, workman was entitled for the protection of Section 25F, 25G and 25H of I.D. Act 1947. In any way the action of the management cannot be held to be legal and workman has prayed to be reinstated in the services of the bank with full back wages and continuity of service and all consequential benefits.

4. On the contrary the claim of the workman has been contested by the opposite party which has filed a detailed reply against the claim of the workman alleging that the services of the workman were utilised as a daily wager on need basis for which charges have been paid to the workman. Bank has admitted the fact that the workman was engaged by the bank for casual work only Branch manager in his name was withdrawing the amount for making payment to the workman for his wages workman was never paid his wages directly in his name by the bank. Workman never held any regular and permanent post in the bank nor he was ever required to mark his attendance in the attendance register maintained for regular and permanent bank employees. Workman was never appointed by the bank against any post after interview and selection process therefore workman cannot claim any right of his reinstatement in the services of the bank by any stretch of imagination. Since workman has never been issued any appointment letter question of his termination from the services of the bank does not arise in the facts and circumstances of the case. On the basis of above pleadings it has been prayed that the action of the management be held legal and valid by holding that the workman is not entitled for any relief as claimed by him in the present case.

5. After exchange of pleadings between the parties the contesting parties adduced oral as well as documentary evidence in support of their respective cases. Whereas workman examined himself as W.W. 1 management examined its officer as M.W. 1.

6. Workman vide application dated 3-6-2004 duly supported with affidavit has filed certain photocopies of the documents and had summoned the originals of the same from the management. In due course of time the management original of document which is letter addressed to the Chairman of the bank on 4-3-97 by the branch manager of the branch where the workman was working.

7. Heard the arguments of the contesting parties at length and have also perused the record of the case carefully.

8. It has been contended by the authorised representative for the workman that the workman during the above period had rendered much more than 240 days of continuous service and therefore the service rendered by the workman falls within the ambit of Section 25-B of I.D. Act, 1947, therefore it was obligatory on the part of the management to have honoured the provisions of Section 25-F of I.D. Act and non compliance of the same would entail the action of the management to be illegal unjust and unfair in the eye of law. As against it has been contended by the management representative that since the workman was engaged as casual labour on daily wages according to need basis and since there was no appointment letter in his favour, therefore, there was no requirement on the part of management to have followed the provisions of Section 25-F of the Act as his case is not covered under the provisions of Sec. 25-B of the Act. After considering the rival contention of the parties in the light of document dated 4-3-98 purported to have been written by the branch manager to the chairman of the bank indicating the fact that the workman concerned during the period 30-9-95 to 14-9-96 had worked for a total number of days about 285 days and that he was paid in all Rs. 7125/- as his wages at the rate of Rs. 25/- per day. It was also indicated by the branch manager in the said letter that whatever was the correct position regarding the concerned workman that was narrated in the letter. Workman in his evidence on oath made before this tribunal has also corroborated the above facts. Fact regarding continuous working during period August, 95 to September, 96 has also been admitted by the management witness in his evidence made on oath before the tribunal. Thus it stands proved beyond doubt that the workman worked in the bank much more than 240 days of continuous service. It has also been stated by the workman that he was neither paid any notice, notice pay or retrenchment compensation at the time of his termination by the bank which amounts to retrenchment, against law.

9. For the reasons discussed above, the tribunal is of the firm opinion that the termination from service of workman by the opposite party bank is a retrenchment against law which has not been followed by payment of notice, notice pay or retrenchment compensation, from this point of view the action of the management in terminating the services of the workman from the bank cannot be held to be just fair and legal is the same is in

notification of Sec. 25-F of Act. The resultant effect is that the workman is held entitled to be reinstated in service of the bank with full back wages continuity of service and all consequential benefits.

10. Reference is answered accordingly in favour of the workman and against the opposite party bank.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2006

का.आ. 62.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बीकानेर एंड जयपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 63/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/503/98-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 15th December, 2006

S.O. 62.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (63/99) of the Central Government Industrial Tribunal-Cum-Labour Court, Kanpur, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Bikaner & Jaipur and their workmen, which was received by the Central Government on 14-12-2006.

[No. L-12012/503/98-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL CUM-LABOUR COURT
KANPUR

Industrial Dispute No. 63 of 99

In the matter of dispute between :

Sri Rajeev Sharma
S/o Sh. J. P. Sharma
C/o Sri Inder Mohan Bhalla House No. 117/138
Kakadeo, Kanpur.

AND

The General Manager (Operations)
State Bank of Bikaner & Jaipur
Head Office, Tilak Marg,
Jaipur.

A WARD

1. Central Government, Ministry of Labour, New Delhi,
vide notification No. L-12012/503/98-IR(B-I) dated 22-3-99

has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of State Bank of Bikaner & Jaipur in terminating the services of Sri Rajeev Sharma w.e.f. 21-7-87, peon, Ratanlal Nagar City Branch Kanpur and not giving him permanent employment as per the directions of Ministry of Finance Govt. of India is legal and justified ? If not to what relief the workman is entitled to?

2. Workman's case in short is that provision of sec. 25-F of Industrial Disputes Act, 1947, provides method of retrenchment and provision of 25-H of the I.D. Act provides that a retrenched employee should be given preference before inducting fresh hands in the employment and this provision is also supported by Rule 78 of I.D. (Central) Rules, 1957. Sec. 25-F also provide payment of 15 days pay to such workers who has completed 240 days of continuous service within the meaning of provision 25-B of the Act. Those who have not completed 240 days in a calendar year are not entitled to get retrenchment compensation but provision of Sec. 25-H of I.D. Act, 1947, do not provide any such rider i.e. completion of 240 days continuous service for attracting the benefit of Sec. 25-H of the Act.

It has further been alleged by the workman that for getting reemployment u/s 25H of the Act, it is not necessary that there should be a regular and permanent post lying vacant under the employer but it is mandatory upon the employer to have called for reemployment to retrenched workers before appointing or engaging fresh hands. This provision is applicable to all categories of workers viz casual worker, daily rated worker, temporary worker and regular workers. It has been alleged by the workman that he was appointed by the opposite party vide appointment letters issued to him from time to time and after terminating his services opposite party appointed fresh person by name Sri Sudarshan Singh to work in place of workman without providing any opportunity of réemployment. Thus the provisions of Section 25-H of I. D. Act, 1947 read with Rule 78 of I.D. Rules (Central), 1957 have been breached by the opposite party bank. On the basis of above it has been prayed by the workman that he be reinstated in service with full back wages and all consequential benefits.

3. In the written statement filed by the opposite party it has been denied that the provisions of Section 25-H of the Act are applicable in the case of the workman. The opposite party bank has admitted the alleged working of the workman in the bank. It has also been pleaded that the claim of the workman is stale one inasmuch as workman has raised the dispute after 11 years from the date of termination of his services without giving satisfactory explanation for the delay therefore the claim of the applicant is liable to be rejected on this ground alone. It has also been pleaded by the opposite party that the provisions of Bipartite Settlement dated 19-10-66 are applicable in the bank and according to para 20.7 of the same defines

temporary employees in banks which means a workman who has been appointed for a limited period of work which is of an essentially temporary nature or who is employed temporarily as an additional workman in connection with the temporary increase of work of permanent nature and includes a workman other than permanent workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman. It is admitted by the bank that the workman was appointed in a temporary capacity as a temporary peon and he worked there only for 80 days. Therefore his automatic termination of service by way of non renewal and not extension of his term of employment was legal and justified. Bank has also admitted that the workman worked upto 20-7-87 and he was not engaged w.e.f. 21-7-87. It has also been alleged that there is no illegality in the action of the management if the workman has not been engaged w.e.f. 21-7-87.

4. Workman has also filed rejoinder in support of his claim but nothing new has been mentioned there except reiterating the facts already pleaded by him in his statement of claim.

5. After exchange of pleadings between the parties workman appeared in witness box, and adduced his evidence in support of his claim beside filing documentary evidence. Management was given repeated opportunity to adduce their evidence but when they failed to avail the opportunity granted by the tribunal for adducing evidence, management was debarred from evidence. Thereafter management moved application for recalling order by means of which they were debarred but that application too was rejected by the tribunal. Ultimately, the authorised representative for the bank made an endorsement on 13-9-05 in the order sheet to the effect that the management shall not adduce any oral evidence after the order by which management was debarred from adducing oral evidence was recalled vide order dated 29-4-04 by the tribunal on payment of cost of Rs. 200.

6. Workman has filed original appointment letters issued to him by the opposite party which has been marked as Ext. M. 1 dated 2-5-87, Ext. M. 2 dated 22-5-87, Ext. M. 3 dated 11-8-87 and Ext. M. 4 dated 11-7-87. Workman has also filed copy of appointment letter dated 25-11-87 issued in favour of one Sudarshan Singh who is also alleged to have appointed after the termination of the services of the workman. Ext. M-5 is working certificate dated 27-8-87 issued by the bank in favour of the workman indicating that the workman worked in the bank during the period 25. 87 to 20-7-87 as temporary peon in bank's Ratan Lal Branch at Kanpur.

7. Workman examined himself as W.W. 1. In his examination in chief made on oath before the tribunal the witness has admitted that he was appointed at the post of clerk and worked during the period 2-5-87 to 21-7-87. Witness has admitted the fact that he was not issued any order in writing for termination of his services by the bank. Witness has further admitted that after terminating his

services bank appointed several persons at the same post for 80 days. Witness has further stated that after termination of his service Munna Lal and Amar Bahadur were engaged out of whom Amar Bahadur is still working as permanent employee of the bank. Bank has never informed him in writing for his re-employment in the service of the bank. In his cross examination witness has repeated the same thing which has been deposed to by him in his examination in chief. However, witness has expressed his ignorance about the fact that recruitment in the bank are made through Recruitment Board. Witness has admitted the fact that now he knows that appointments are made through recruitment board and that the bank had notified the post in newspapers and he moved an application through Board for his appointment in the bank but he was not called for any test nor he ever informed by the bank in this regard. Witness has denied, the suggestion that after termination of his service no regular and temporary post was there in the bank. Witness has also admitted that during the period of his employment he discharged all such work of peon.

8. Heard the arguments of the contesting parties at length, tribunal also examined the evidence and material available on record carefully.

9. From the documentary as well as oral evidence of the workman coupled with the admission of the fact that the workman was employed on temporary basis it stands established that the workman worked temporary as a peon in the bank during the period in question for 80 days and that he was paid his wages in accordance with scale of pay together with usual admissible allowances. It is also proved from his evidence (W.W. 1) that Sri Munna Lal, Amar Bahadur and Sudarshan Singh were appointed as peon in the service of bank after termination of the services of the workman and out of them workman by name Amar Bahadur was made permanent. Management representative has miserably failed to bring out from the mouth of the witness that Amar Bahadur had not been made permanent on the post of peon who was admittedly appointed after the termination of the services of the workman. From the oral evidence of the workman it is also clear that the bank was in the habit of appointing workman after workman for fixed period on the post of peon.

10. From the various appointment, orders issued in favour of the workman it is not at all clear that as to under whose place the workman was engaged or as to how vacancy was created in the branch i. e. due to retirement of permanent employee, transfer of employee to another place, or vacancy caused on account of death of some employee. Even no suggestion was given to the workman in his cross examination by the representative for the management that he was appointed due to increase of temporary work or temporary increase of permanent nature of work or against vacancy caused by absence of permanent employee. Thus the evidence of the workman on this point

remains uncontroverted. Therefore believing the uncontroverted evidence it is held that the appointment of the workman was made against clear and permanent vacancy of peon and this fact further finds support from the evidence of the workman that one Amar Bahadur who was appointed in the same fashion in which workman was appointed was made regular and permanent by the opposite party on the same post from which workman was terminated without providing the workman any opportunity of re-employment. The above practice adopted by the management bank has been defined as Unfair Labour Practice as defined under the provisions of Sec. 2(ra) of I. D. Act and also appears to be against the rules of natural justice. The opposite party bank cannot be permitted under the fact and circumstances of the case to utilize the services of workmen under the Garb of Section 2(oo)(bb) of Industrial Disputes Act, 1947, which clearly falls within the ambit of Section 25-H of Industrial Disputes Act, 1947.

11. It has been contended by the representative for the management that the termination of services of the workman is not a retrenchment within the meaning of Section 2(oo)(bb) of the Act therefore he is not entitled for the protection of the same and is also not entitled for all relief as claimed by him. The tribunal is of the firm opinion that provisions of Section 2(oo) (bb) of I. D. Act, 1947 is not applicable to the facts and circumstances of the case for the reasons shown above as the evidence of the workman on the point of unfair labour practice goes uncontroverted and the workman has been successfully able to substantiate his claim by means of his oral as well as documentary evidence that management has breached the provisions of Sec. 25-H of the Act read with rules 78 of I.D. (Central) Rules, 1957.

12. On the contrary representative for the workman has placed reliance on the law laid down by the Hon'ble Supreme Court of India in the case of *Ajaib Singh versus Sirhind Co-operative Marketing cum Processing Service Society Limited* and other 1999 (82)FLR 137 to rebut the contention of the authorised representative for the management that the claim of the workman should be rejected because of delay. The Hon'ble Supreme Court in the law cited above has held that relief under the I.D. Act cannot be denied merely on the ground of delay. Plea if raised it is to be proved by showing the real prejudice and no reference can generally be questioned on the ground of delay alone. From the record and evidence of the case it is quite clear that the management has neither lead any evidence nor has adduced any evidence on the point of delay in raising the dispute. Heavy burden in view of the law laid down by the Hon'ble Supreme Court lies upon the management and since the management has failed to discharge their obligation on the point of delay tribunal is unable to accept the contention of the representative for the opposite party bank.

13. The representative for the workman has further place reliance on the law laid down by the Hon'ble High Court of Judicature at Allahabad in the case of Oriental Bank of Commerce *versus* Union of India and others reported in 1997(76) FLR 393, wherein the Hon'ble Court has held after interpreting the provisions of Section 25-H of the Act read with rules 78 that in case of retrenchment before vacancies are to be filled employer was under a legal obligation to give notice to workmen to offer themselves for reemployment. Rule does not create any distinction between temporary or permanent employee. It has further been held by the Hon'ble High Court in the case (*supra*) after terminating the employment of the workmen, again temporary hands were engaged ignoring their claim, thus the petitioner committed breach of Section 25-H of the Act. The tribunal is fully in agreement with the contention of the authorised representative for the workman that the opposite party in the case of workman has committed serious breach of Section 25-H of Industrial Disputes Act, 1947 read with rule 78 and also agrees with the contention that the law laid down by the Hon'ble High Court, Allahabad, is fully applicable to the facts and circumstances of the present case which is absolutely analogous to the facts and circumstances of the law cited by the workman. There is nothing on record to show that the opposite party bank discharged this legal obligation created by Sec. 25-H read with Rule 78 before making fresh appointments/recruitment on the post either on temporary or permanent basis. In the circumstances the breach of Section 25-H of the Act has been fully established and the workman could be held entitled for the relief claimed.

14. The representative for the bank has miserably failed to establish its claim before the tribunal by way of adducing documentary or oral evidence despite availing of repeated opportunities granted to them by the tribunal, therefore, the tribunal has no hesitation in holding that the action of the opposite party bank in terminating the services of the concerned workman is highly bad in law being in breach of provisions of Section 25-H of the I. D. Act, 1947, read together with Rule 78 of I.D. (Central) Rules 1957.

15. For the reasons discussed above, the workman shall be entitled to be reinstated in service with full back wages and all consequential benefits w. e. f. 21-7-1987 as the action of the management in terminating the services of the workman from the above date is held to be illegal, unfair and unjust being in breach of provisions of the I.D. Act, 1947, as discussed above.

16. So far as the claim of the workman relates to regularising his service as permanent employee is concerned it does not come within the domain of this tribunal therefore the workman cannot be granted any relief in this regard and the same is left to vagaries of the opposite party bank to consider the claim of regularisation of the services of the workman according to law and in view of

observations made by this tribunal in the foregoing paras of this award.

17. Reference is answered accordingly in favour of the workman and against the opposite party Ktate Bank of Bikaner & Jaipur.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 2006

का.अ. 63.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रेलवे इलेक्ट्रिफिकेशन प्रोजेक्ट के प्रबंधन के संबंध में विवादों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 114/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-2006 को प्राप्त हुआ था।

[सं. एल-12012/274/95-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 15th December, 2006

S.O. 63.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (114/2002) of the Central Government Industrial Tribunal/Labour Court, Nagpur, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Railway Electrification Project and their workmen, which was received by the Central Government on 14-12-2006.

[No.L-12012/274/95-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI A.N. YADAV PRESIDING OFFICER,
CGIT, CUM-LABOUR COURT : NAGPUR

Case No. NGP/114/2002

Nagpur, the 4th December, 2006

Petitioner : Shri Pramod Dadaji Atram,
C/o Nilkant Mohghar,
Shivaji Ward No. 4,
Tah. & P. Tukum, Dist. Chandrapur.

Versus

Respondent : The Chief General Telecom,
Railway Electrification Project,
46, Bajaj Nagar, Nagpur-440 010.

AWARD

1. The Central Government after satisfying the existence of disputes between Shri Pramod Dadaji Atram Party No. 1 and The Chief General Telecom, Railway Electrification Project, 46, Bajaj Nagar, Nagpur-440 010 Nagpur Party No. 2 referred the same for adjudication to

this Tribunal vide its Letter No. L-12012/274/95 Dt. 04-03-1997 under clause (d) of Sub section (1) & (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the termination of service of Shri Pramod Dadaji Atram, Ex-casual mazdoor under the Chief General Manager, Rly. Electrification Project, Circle, Nagpur with effect from 01-07-1988 is legal or illegal? If illegal, whether the workmen entitled for back wages and other attendant benefits, reinstatement or not?"

3. The claim came up to hearing before this tribunal on 04-12-2006 i.e. today. The respondent's representative is present, however Nobody is appearing for the petitioner workmen Party No. 2. It appears that originally the disputes was referred to the Tribunal at Jabalpur. And it was received to it on 10-03-1997. There is nothing on record indicating that the notice was issued to Petitioner. However, the letter from the Ministry indicates that they had issued a letter to the petitioner directing him to file the Statement of Claim within a 15 days from the date of the receipt of it. The Statement of Claim was to file before CGIT Jabalpur. However, there is no record to show that he attended the CGIT Jabalpur. Later on consequent upon the establishment of this Tribunal at Nagpur the reference was transferred to this Tribunal. The notices directing the

parties to remain present were issued by the Tribunal. The management is served and appeared in response to the notice. However, neither the petitioner nor his representative is present on the date, which was fixed i.e. on 11-10-2006. A letter sent to the petitioner on the address given by him before A.L.C. and which is recorded in the reference order, however the annual of returned with endorsement that "THE ADDRESS IS INSUFFICIENT." Now it has become difficult even to know the address of the petitioner there is nobody who will even give the address of the petitioner today also a case was fixed for the appearance of the petitioner or at least submitting a correct address nobody appeared and there is nobody to give a correct address also. In such circumstances no purpose will be served even keeping the dispute alive. Hence it is disposed of for default of the petitioner. It was necessary to him to give a correct address and to appear, at least in response to the summons issued to him by the ALCE. There are no reason to continue the claim today the petitioner is absent and the petition deserves to be dismissed and accordingly I dismissed it. Hence the award will return to the Ministry with reply that the petition of the petitioner is dismissed for his default and my answer to the schedule is in a negative. The disputes stands dismissed. Hence this award.

Dated : 04-12-2006.

A. N. YADAV, Presiding Officer